



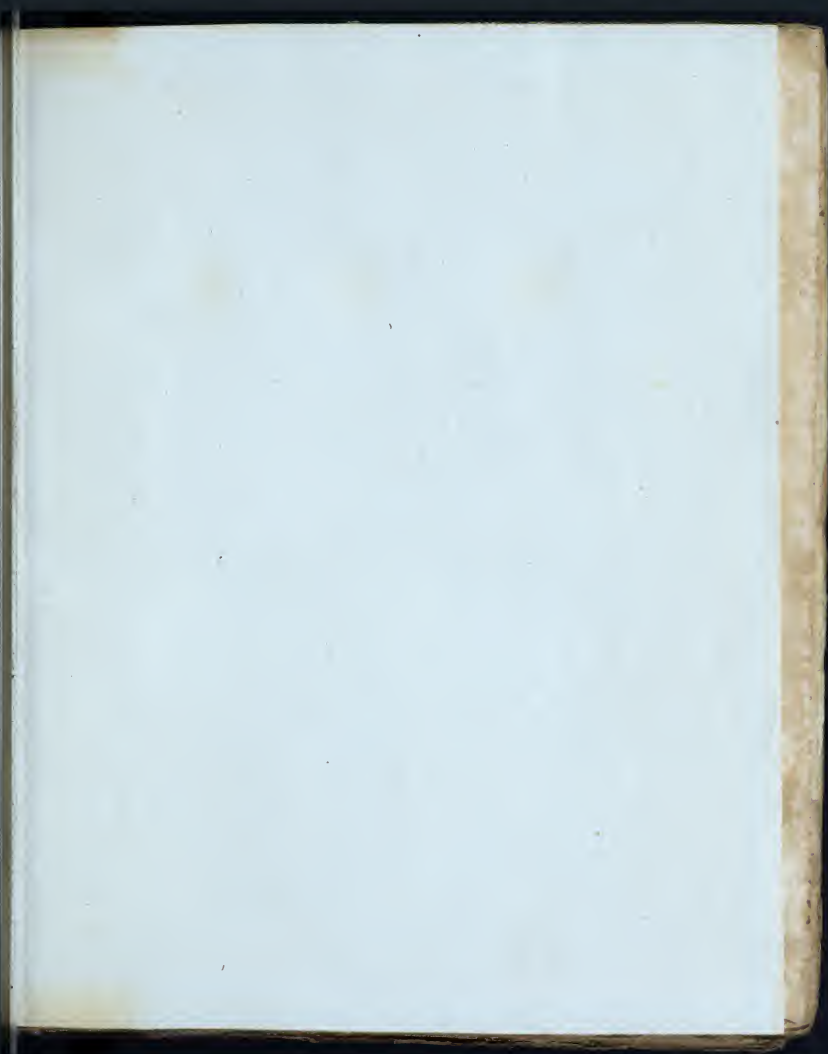
Litchfield law school,
Litchfield, Conn

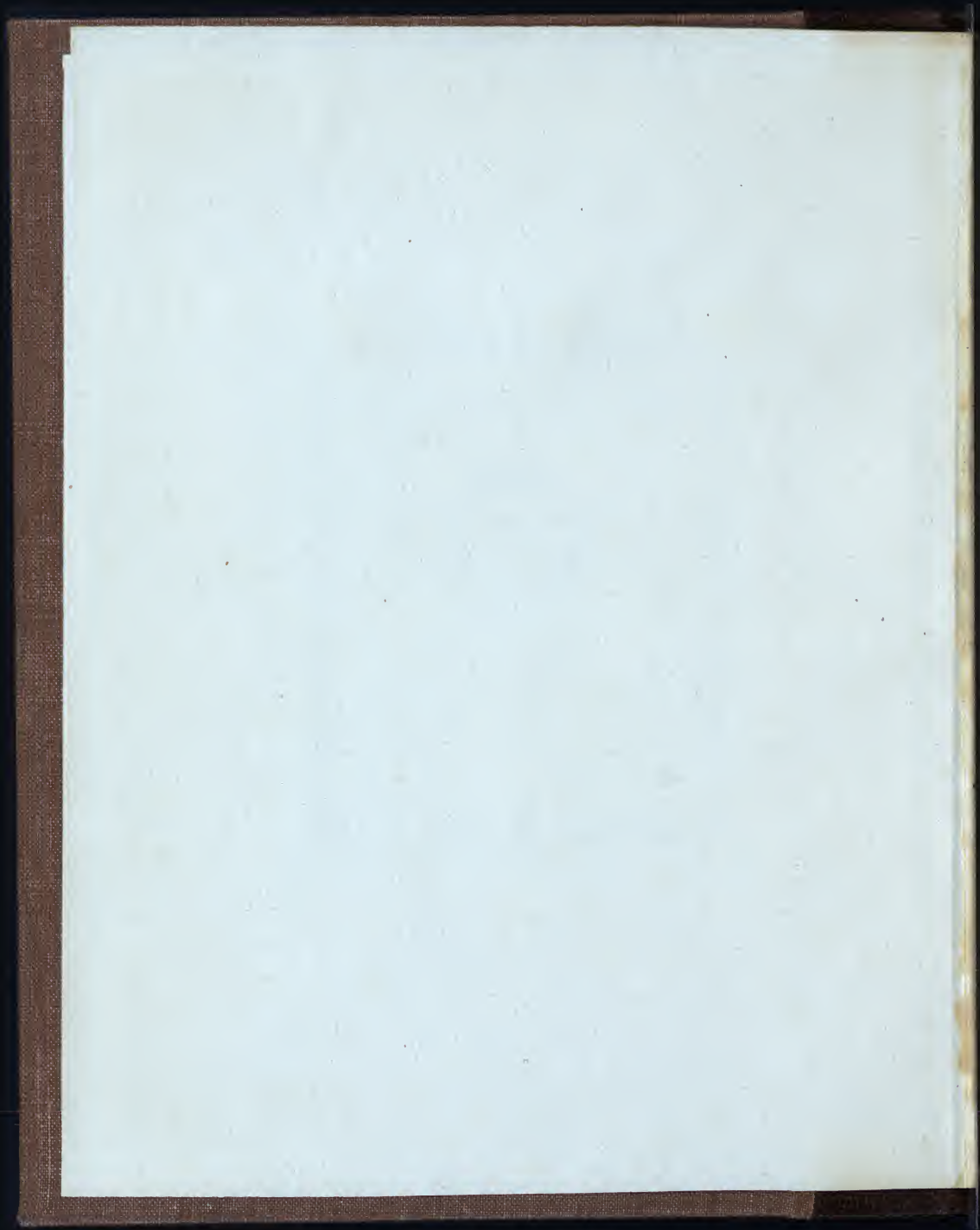
YALE LAW LIBRARY



Mss B
L71
1807
v.3

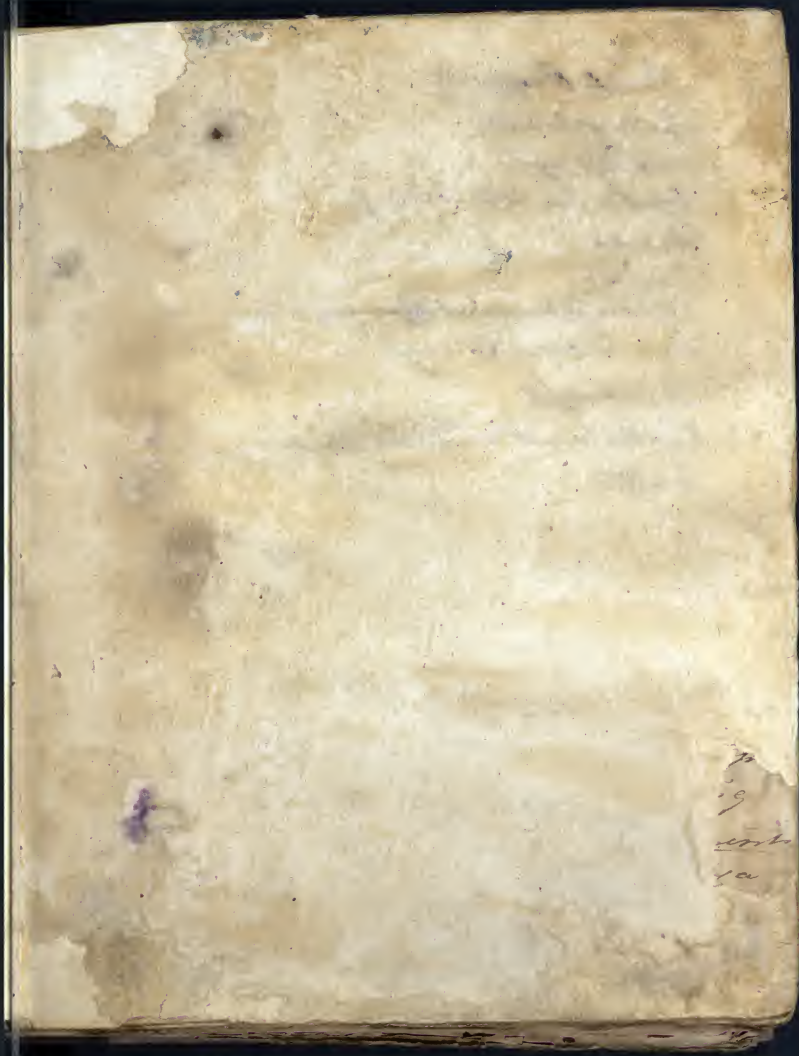
Mss B
L71
1807
v.3











Rural Property

Sorts of Estates

Mortgages

Estates in copartnery

Deeds

Devises

Estates of several owners

Fraudulent Convey -

Trusts

Gifts and Disposition

Waste

Real Property

(25)

Many titles of under this general one
are merely elementary & I shall
not treat largely of them

^{scattered}
Things are the subjects of Property
^{are} real or personal — By things.

real is meant the subject of property
itself not the interest in them — All
property not permanent fixed & immovable
is personal —

Chattels real or property in a real
subject, chattels personal include
all personal property

2 B Com 16, 384, 387, & Woodson

2, 1 Inst 118

Things real consist of lands tenements
hereditaments, — & what don't
fall under these is not real prop-
erty — Land mean every thing
of a permanent ^{incorporeal} nature, tenement
every thing that may be holden of a
permanent nature, either corpore-
al or incorporeal, now lands don't
mean incorporeal property

1 Inst 6, 19, 20, 2 B C 17

Heredit is still more gen, it in-
cludes whatever may be inherited
real personal or mixed

Lands mean permanent, tenement
immutantial, hereditaments, per-
sonal or movable as a picture or any
personal property by custom acquirable
3 Coe 2, 2 B C 17

Heredit are corporeal, that consist
of objects of sense, fixed, physical entities
it includes lands, waters, buildings &
every thing permanent on the land

1 Inst 4, 2 B C 7, 8, 18

A house proper with the soil or land
Water must be said for, by land covered
with water 2 B C 18

The term
"Land" extends to Heaven & Hell up-
wards & downwards

Comprehension of land is consequence
of all soils, minerals, tenements woods
& every thing permanent above or
under the soil 2 B C 10

Water can only be conveyed by land
by water is conveyed only a privilege
or right of use 1 Inst 415, 6

2^d.
And incorporeal, which mean
an invisible right issuing out of
a corporeal property — as rent
right of way &c
1 Inst 19, 20, 2 B & C 20.

There is a distinction between an in-
corporeal heredit the value of it, the
fruit of this property is an object of sense
else its worth nothing — Rent is
not visible, but the avails of it are,
as the hard dollars or shiners a battin
calls them 2 B & C 20, 21

At Common Law there are 10 kinds of this
property 3 B & C 21, I will not explain
these

A right of Common is a right one
has to the avails of another property —
In a navigable river the bottom is in
the King or the State prima facie, but
the right of fishing is in all the Citizens
prima facie, but in rivers not naviga-
ble, the bottom or right of soil is prima

fair in the adjoining proprietors,
who hold to the centre of the river,
A navigable river is one generally
reputed so

4 Burr 2104, 1 Mod 105, 6 Dalt 73
1 Dalh 357, 3 Keble 242, Long 425, 4 Tuck
437

The right of the bed of a navigable river
may be vested in an individual, but
this is a rare grant

5 Bate 107, 2 B & Pul 472, Dyre 320
Hard tract 12, Hale de Juy maris

²³⁷ The remarks concerning a navigable
river apply to the sea shore, between
high & low water mark — & the owner
owns land on the sea coast, he is bound
by high water mark & heathen may fish
as well as himself in the water, multis locis
2 B & Puller 472, 5 Bate 107

Dyre 326 B,

Waters in Lands, Tenements & Hereditaments

What extends of Inheritance

The estate is the interest a man has
in his real property & a conveyance of it
is the giving away all one owns in the thing

some real estate included both the thing
& the interest in it
2 B & C 103, 1 Inst 345, 17 Rep 411

It may in cases mean both or either
1 Ver 220, 2 Inst 659, 2 B & W 335
3 Wils 414, 1 Inst 413, 14

The word Estate does Prima facie
mean an interest in the thing, is
the quantity of interest, but other
words may restrain this & then it
may mean, the thing or well as the
interest in the thing

The quantity of interest is always
measured by the time of duration
hence the division of Estates into
Freehold & less than Freehold.
A Freehold estate at C L is conveyed
only by livery of seisin. In incorporeal
property there must be an equivalent
to livery of seisin 2 B Com 104, L. text senty
Estates of Freehold are, estates of Inheritance
or not of Inheritance

Individual estates of Inheritance are either
in fee or limited, in the first, one
holds to himself & heirs forever

without any restriction - Fee, meaning
Fee 2 B & 104, 105,

When one holds subject to no one -
In Con by St land is held by allodium
i.e. in fee -

In Eng, the allodum is in the King
and no one there holds in absolute fee -
his estate is not allodial

2 B & 45, 47, 104, 105

In English subject there holds only a
trust

Stat Con 404 declares our estates are allodial
to every man who has the fee
Fee is now gen used to express estate
of inheritance

2 B & 106,

Fee & Fee simple, are synonymous
2 B 106

A fee then may be had in every other
incorporeal, corporeal or incorporeal
Litt Ch. Sect 10, 2 B & 10, 106

107,

The Fee in lands, tenements & other -
must at all times reside in some
person, i.e. it can't be in a body, or

speculation, the several small estates
may be carved out of it

In a devise to A, for life & to B's heirs, now
suppose A dies but B is alive & of course has
no heir, where is the fee, & in the origi-
nal devise or B's heirs
2 B 6107, Fern on C. Remainders
2856, 267, 272, Co. H 262 and so always
till there is some person in whom
the devise will reside



See, simply can't be in obedience &
Blackstone is incorrect —

Blackstone says a fee made to a sole
corporation is in obedience, ^{twas} so once
thought as the sumptor can't ever be
known — but this is not law, — his
one never known — the fee is ⁱⁿ the cor-
poration & the proper person in
time will have the consent of the
property — The land certainly comes
from the divisor & surely if the fee
is not in the corporation — tis in the
divisor or in other cases of contingents
2 B & 107. Lit 11. 12. 13. 14. 15. 16. 17.

Again B says when the Corson dies
before his sumptor is mentioned
the fee hold is in obedience — But
the sumptor has a ^{retroactive} ~~retrograde~~ property
for all the past debts, since the
debts are his, & won't in obedience else
won't the sumptor's

2 B & 107

When a fee is created on any estate of

is written by Grant the word theirs
is indispensable, for this is the only
word of limitation of the ~~fee~~ owners
property the others, at Common Law —

No words will be a substitute for this
word

This rule is a relief of feudal strictness
An estate to it or to it & his & heirs
even forever is only a life estate, for
no man could hold property longer than
he served his Lord 2 B 846, 107, 108

hit last Sect 1

Words of Perpetuity are never necessary
when the word theirs is mentioned the
they are often inserted some authorities

But the word theirs is not necessary
in devises here has always predated
more lenity, from the indulgence to
men about often to die — words of
perpetuity or that show the intention
of the deviser to give a fee simple is
good in will. Com 589, 2 B 108

A devise to A forever is a fee simple
but not in a deed, so is a devise to it
merely — the intention governs
in wills —

But even in devise, a devise to it &
his ap. p. m., without words of
perpetuity is not effectual to
convey a fee —

An heir is not to be disinherited
unless it appears most clearly
it was the testator's intention 2 B & C 108

— If one devise all my estate, all the
interest the devisee takes

1. 10 Rep 412. 1 Salk 236. Cowp 659,
2. 7 Rep 654, 4 D. & T 93. 5 D. & T 562, 6 D. & T 34,
67, 502. Cowp 306

A devise of one's estate is not a devise
of the subject of the property but only
the interest & prima facie

Terms of locality with a devise make
no difference, the locality makes no
difference

17 Rep 411, 2 Atk 37, 1 D. & T 228, Cowp 355, 2 D. & T 77

524, 2 Feb 614

A devise of all my estate in the ac-
quisition of — " It has been said convey only
a life estate, for the fee simple is in
the devisee & not that tenant. There
has been but one opinion to this effect
1 Veb 228, 9

"All my effects real & personal I give"
conveys a fee, for this "all ones interest"

Comw 299, 1 East 33, 3 Det 516, 2 Nio Rep
343

"All I am worth I give," convey a fee
1 W in 64 437, 8 Bur 66,

The word legacy in devise may signify
a devise of real estate & if it so appears,
a fee is conveyed by it, legacy is imple-
men in personal property

Tang 39, 1 B 441, 82, 1 Bur 268, 1 East 37 note
5 Bur 710,

It has been questioned if Hereditaments
per se carries a fee — would it do so
for Hereditaments mean only the
subject of interest or property
5 Bur 558, 2 Det 356, 6 Det 175, 8 Det 491

~~at law~~
1 B & Puller 558, and

A devise of the subject merely is only
a life estate, either conds, tenements
or hereditaments,

But if with these words there are
circumstances that show there is a
conveyance of the fee, the conveyance
of ^{the} fee & not of ^{life estate} the subject of property merely
is effected.

Bar on Dec 502 & on void, 1 Feb 281

292, 3 Phill 49, 1 B & Pul 30, 3 Burr 1623

3 Wms 358.

The words Estate or Interest per se convey
a fee, but not the words, conds. tenements
or hereditaments per se.

A devise of land, tenement, or heredit-
with circumstances is a devise of the
fee - 6 Coke 10, 5 Wms 13, 3 Burr 1533, 1618,
1620, 2 BF 281.

Thus much for exceptions to the crea-
tion of fee by the word heirs, in devise

Again, another Exception

The word heirs is not necessary to pass
a fee in fein & ~~the~~ common recovery
The fee passes by act of law

2 B & P 108, 354

357

So in a Grant to a sole Corporation
the word Successors is the proper one
heirs here won't do,

2 B & P 208

So in a Grant to a Corporation aggregate,
both these words are improper
one wrong, the other superfluous —
an aggregate corporation lives forever
the life estate is here a fee

1 B Com 484, 2 Tit 109

So in Eng. a Grant to the King, without
the word heirs, passes a fee, the King
lives forever 1 B & P 249, 2 Tit 109

Some general Rules, important

The word Heirs is not descriptive of
the purchasers but a limitation in
interest

An Estate to A for life & remainder
to his heirs gives A, a statute of inheritance

For the whole estate is ^{given} to one
with a remainder to his heirs or the
+ heirs of his body. The first estate is of
inheritance in the ancestor & this is
Dev or Devise. ~~The property the entire~~
~~estate with the devise is absorbed~~

And this great rule holds whether
the remainder is immediate or
mediate in its descent to the person's
heirs, twenty estates may intervene
& the heirs will take the same as if
there were no intermediate estate
& just as if the ancestor held the fee, or
the law says he does in this case.
The heirs take here by ~~limitation~~ inheritance

1 Coke 93, 104, 105, Term 21 onward
42 Donow 46, 79 to 82, 90 to 92, 101, 103, 102, 12, 5, 294
11 Coke 79, 4, 7 But 82, 294, 7 7 But 533

This doctrine is well & plain in these
gross facts

The reason of this rule is, since heirs
means limitation, an inheritance
is conveyed

if the word Heir means the Heir apparent
then the Heir would take only a life
estate

If a devise is made to the heir of a fee
estate is conveyed till death, or ^{never} unless
it dies before the testator - heir meaning
a limitation 2 Vent 313. 1 Ray 332,
Cowen 313, 14,

But if in a devise, as above if a there
words show that the word Heir is
a description, the heir apprs of
it will hold altho it be living, for
the testator will know or he says
that it was living and thus used
the word heir by way of ~~limited~~ description
1 Ray 330, 1 G. W. 229

1 Hbl 421, 2 Blk Reps 1010, 2 Burr 1100, 2
Hein 232, 1 Vent 343

An estate in fee conts a qualified or
clogged by only quality, for a fee must
be without a corraction else tis no
fee 1 Inst 13, 87 Reps 51, Long 329.

Thus much of Fee Lim ple

5 2 Fee Tail

Limited fees are qualified & clogged
with any conditions — two kinds

1 Base fees & 2 Fees qualified at C Law
The latter are by st fee tails

2 B & C 109

A base fee has some qualification
which will determine the estate when
the qualification determines — as to
A tenant of Dale

1 Inst 27. 2 B & C 109

A fee conditional is one restrained
to some particular heirs of the grantor
a fee in the descent as to all, a fee con-
ditional at C L, to some heirs

2 B & C 100

The fee is conditional because if there
are ^{of the} no heirs mentioned the estate re-
verts & there is always a condition
express or implied

Plowd 241

But if the ancestor had issue, the
birth of issue for certain purposes
was absolute, a first having power
to alien, secondly, to subjecting it to

for, there for the grantor treason &
thrally, for the grantor to charge or
incumber the land, & bind his issue.

1 Inst 19, 2 Dets 433, 4,

But as to other purposes the issue
did not make the grant absolute

2 B & 110, 111,

A. As if the grantor did without issue
& without aliening —

But this rule that an issue was a
performance of the condition for the
above reason, was a sheer evasion of
the spirit of the C.L. —

The 1st de don, ^{of Edward the first} now has destroyed them
two reasons — the birth of issue was

for no purposes, making the estate
absolute — ^{is the one thing} there are no heirs, the
devise reverts back to the grantor

But in the construction of the 1st, the
Judge divided the estate in to two parts

2 B & 112, 2 Vels 170, 30 in Ch

B20, and then a fee tail originated from
this 1st. & was never known at C. Law, the
something equivalent was recog-
nized at C. L., but not sent 13 as condition

The word tenement is the only one
in this st that designates the sub-
ject of this property - & an estate tail
may be created in either land or tenement, or some kind of hereditam-
ents

Estate conditional at C law are by
the st sex tails 1 Inst 144, Tit 19, 20

2 B Com 119.

A devise of an annuity is a conditio-
nal estate at Com law now & subject
to the three above conditions

2 Vese 130, 1 Bin Ch 325

Con hit 19, 20

A mere personal chattel can never
be entailed, because a life estate is
greater than a personal chattel

2 B Com 113, 174, 398, 1 Bin Ch

274. Paxon Devise 243, Fern Cont, 304, 51

3 P Wm 259.

A chattel can be entailed & the
owner has an absolute property

But this rule holds only where there
are express words of entailment

but the words that in a real estate
will create by implication a ^{se}contingent
real fee, will give in a chattel a
remainder after a life estate —

but never can a chattel either
express or impliedly be entailed or
limited — the above variation
comes under executory devises

Fern 259, 3 P & M 259, 1 P & M
663, 1 B & P 215, 1 W & A 593,

An estate tail may be created by im-
plication

But an estate tail is never created
by implication in a deed tho' it
does in devises, because of indulgence
to wills

37 Rep 83, 1 P & M 605,
3 Atk 398, Coth 343, 2 B Com 381,
Coun 234,

So if one devise to A & his heirs forever
said without his remainder to B,
by implication takes an estate
tail

77 Rep 270, Fern 199,

301, 2

do if one devise to A & his heirs forever &
8 devis without heirs, remainder to B
+ it has ~~not~~ estate tail by implication
unless the ¹ heir is the heir of the collateral
person - B -

Cocope 234, 5 7 Rep 336, 3 7 But 145, 6
5 7 Rep 347, 8 Dit 5, 211,

Estate Tail are general & special
8 further distinction vide text Sect 14, 15,
16, 26, 27, 28, 29, 2 B P 113, 14

In descent of tail male, the descent
must be deduced wholly by heirs
male, & converso in tail female
When one can't take himself or herself
their issue can't take

4th Sec^{tn} L. text Sect 24, C. lit 25, 2 B P 114

As the word heir is necessary in a grant to
convey a fee - so in a grant, heir or some
word of procreation, from whence the
issue springs are necessary, the word
heirs or necessary to, to create a fee
tail

1 Inst 20, 2 B P 114, 15, 381

if the tail wont pop in front of
words of procreation, ^{& exhibit tone} or are wonting

"Stand his side," to stand his children
to stand his offspring, for tail dont pop
for ever there must be words of in-
heritance & procreation. 2 B 8 115, 1 Inst 20

"But a grant to stand his heirs male
or female," popes a fee, because there
are no words of procreation, ^{neither for the tail} but only
of inheritance & the words male &
female are surplusage
2 B 8 115, & Inst 20

1 Inst 27^a & 7 Rep 338

And the word male or female are
rejected because the grant always
is construed most strongly against
the grantor

But if the thing grant to stand his
heirs male or female, no estate
popes, for the above rule dont hold
on to the thing 5 Rep 538

But the words, male & female
are recognised in Devises, for here
the intention governs

According to the law, the word from reference the heirs must
be understood in the sense in which it is used in the grant

5 Wm 538, Long 322, 2 BB 15, 381.

And in a devise a fee tail may be created without the word heirs. Thus to "A & his posterity," is a fee tail in devise, for so was the intention.
1st B 447, 2 BB 381.

As to the word children in devise. If a devise is to A & his children, in having no children at the time of the devise, a fee tail passes, so if the word issue had been used, so is the intention.

Coke 17^a 2 BB 115, Long 309, 10,
1 Bulstrode 219, 1 Vent 227, 231, 1st B 450,
460—

But a devise to A & his children, in having children at the time, the father & children take as joint tenants, all only a life estate.

Coke 16^e 17^e 6 Eliz 743, 1 East 262.
And only the children then in life can take as joint tenants, for the devise is satisfied & other words would have

been used if the grant was to the future
children

Cowp 314, 1 Ves 114

If to A & after his death to his children
he then having children, it takes a life
estate, then the children a life estate
after him — the children is a word
of purchase
6 Coke 16^e Moore 399, 6 Lut 9 & 2 Vern
545, Long 306,

And the after born children too will
take a life estate with those in life at
the time, for the intention was to give
to the family or posterity not to any
one child, for the estate don't go down
immediately if so then the person
in life only comes to take, this rule
has never been judicially settled, unless
in in so ^{Cowp 309} Cowp 309, 314

And so if to A & after his death to his
children he having no children at
at the time — all the children future
will take a life estate in remainder
6 Coke 17^e & Moore 220

Cowp 314,

It is questioned in this case whether
it will have a state tail

Aug 4, 15

It matters not as to the interest of the
children either way

1st to it & his heirs female of his body,
his female heirs will take, altho
there be a son the only real heir

1 Inst 24, ^e

If a state is limited to the heirs female
in this case as Murchasars, the
females wont take but the son
will — for they must not only be
females but heirs which they cant
be, the son living — this is not law
the females take the Murchasars

1 Inst 24 note, 1 Inst 24 ^e 27 ^e note

Hobart 29, 1 Freeman 218, 3 Salk 336
2 P Wm, Pin Ch 54, Fern 32, 147, contra
the rule now 1 Inst 64 ^e note 2, 5 Burr
2015, 1 Phil 422, Gould the rule now
is the just one

- Incidents to a tenant in tail
- 1st The tenant in tail is not liable for waste
 - 2nd The widow of the tenant in tail is entitled to dower
 - 3rd His bond of the tenant in tail is entitled to curtesy
 - 4th The estate may be recovered by fine & recovery

1 Inst 224, 2 B & P 115, 110,

2 B & P 348, 354 and fine & recovery
or a final warranty vide 2 B & P 300 & 303
2 B & P 116, 17 & 18,

The tenant's right to buy a fine or suffer a recovery is unalienable
+ from the property every proviso is
void L. 10 Inst 503, 4, & ditto 51,

In Con. there is no such thing as
buying a fine or suffering a recovery
for the remedy is all inconvenient
In Con 43,

But it is the old Chaw rule—

2 Freehold, not of Inheritance

This is always a state for life or lives—

Estate for lives are from contract or by operation of law is a legal

2 B & 120

Convention^{al} estates may be for ones own life, the life of another or another's

Legal estates are always for the life only of the tenant

2 B & 120

An estate per autem vic is for the life of another

2 B & 120

Every conventional life estate at Chaw cant be conveyed without every a reversion, for this is freehold

2 B & 120

Agree grant to one a reversion, proper an estate for his life, it dont hold

a few, for there are no words of inheritance
1 B & 120

The tenant always takes as great
an estate as the words will permit
1 Inst 36, 42, 2 B & B 121

And as a general I observe every estate
which may last as the life of the ten-
ant is a life estate

until he shall leave the realm
or to a woman during her widow
hood, to it till he is appointed to
an office — proves a life estate

2 B & B 121, 1 Inst 42, 3 Coke 20

The life of the tenant means his
civil death or natural life, unless

2 Coke 48, 1 Inst 132, 10 B 121, 132

The contrary appears

The indefinite to a life estate

+ The tenant if not restrained may
take ^{& timber} estovers, i.e. necessary wood for
the use of the house & farm, goods &
utensils 2 B & B 35, 122, 8 hit 41, +3,

2 The tenant is not to be injured
by any aid or determination of his

estate unless by his own fault —
The Executor may take emblements
for actus dei nemini facit injuriam

1 Inst 55

Emblements are the growth of annu-
al labor on corn, annual roots & not
grass, trees &c

So if the tenant holds a year or less in
he has the emblements

So if the estate determines by law the
tenant has the emblements

5 Coke 116.

But if a tenant forfeits his own estate
he has no emblements, thus waste
works a forfeiture

1 Inst 55, 2 BB 123.

The under tenants have still greater
indulgence, for if they have the em-
blements & the owner & waste
have forfeited the estate himself &
its emblements

8 Eln 264, 10 Mod 127 2 B 124

If a tenant for life lives for years
the death of the first tenant alters

minim the estate, unless the reversion
now has confirmed the second lease

hit last sect 415. Pop. nom 105
2 Bacon 397, Cowen 482, 17 Pet 86,

Next, legal Estates for life
& Rents —

1. Tenancy of the corporeality of the
estate

2. 7 — by Curtesy —

3. 8 — in Tower —

The first is a special tail tenant
who dies without issue or whose
issue is extinct — here the inheritance
is determined, for there is no issue

hit last sect 32, 2 B 124

This tenancy can be created only by
this single method

2 B 125

The law supposes the corporeality
of the issue to exist till the death of
one of the parties

hit last sect 34, 8 hit 28

This is a mixed estate — part-
taking partly of a life estate & partly
of an estate in tail, Just 20. 2 B & 25
The tenant is not liable for waste, but
if he cuts the timber, he loses his —
he can forfeit the estate — the tim-
ber belongs to the first inheritor There
2 B & 40

living,

Gen. This tenant is regarded as a
tenant for life, for he may exchange
his estate with a life tenant
2 B & 126, 328.

2 Estates by the Curtesy 7 & 8

When a man marries a woman an heir
of inheritance & has born alive issue
capable of inheriting — if he sur-
vives his wife he holds by curtesy
Stat Sec 735, 52

The four regiments of this estate
are, marriage, issue, death
of the wife 2 B & 127

The wife must be actual ^{ly} seized & so
at the time of her death, a mere legal
seisin won't answer, for the issue could
not inherit, so a constructive seisin
won't answer

8 Lit 2940

In bon an actual seisin is not ne-
cessary - a constructive inheritance
will answer here

A reversion or remainder merely
cont'd in curtesy, for yet it is
not actually seized by the wife -

2 B & 127, 1 Inst 29

If the wife ~~of the~~ if an idiot, don't give
in curtesy, for ^{the} thing takes all care of
idiots - & where the wife is an idiot -
there ~~never~~ was a legal marriage
Plowd 203, 8 Lit 30, 2 B & 127, 130 -

The issue must be alive, for else it
could not inherit & then the husband
couldn't take L. 1st Lit 50, Dine 25, 8 Coke

24

And if the issue is not during

The real life of the wife, he
has not in during marriage
C. Lit 29, 2 B 1278

The issue must be capable of
heirship —

The reason the father is the proper
guardian — but if the property
could be that of the issue, the issue
could be protected in his property

It is only necessary, the issue is any
time during coverture, either
before or after the decision — & so if
the issue dies before decision, or before
the mother dies

C. Lit 29,

In the wife's equity of redemption
the husband holds by courtesy

1st 603, Row on Mart 112

But the right of the husband is
not commensurate till the
death of the wife

2 B 28, C. Lit 13

Penning in Power

The widow holds one third of the

2 B 8129

real property, of the husband, raised
by him any time during coverture
x if she might not have been seen, that
would have inherited.

She must be the actual wife at
the death of the man.

2 B 8170

A mena et laro dont an boy dower

A vinerito et malrimo no doe

2 B 8113

If the husband was an idiot, the wife
has no dower.

Chit 31, 2 B 190

At Chs the wife's dower was lost
by the treason of the husband

2 B 8113, 131

In Con neither treason or felony
ousts the dower — felony dont
in Eng. and treason does.

By our U S Constitution, Treason
don't forget the power - & There
is now no treason, but against

Count U S art 3 Sect 3
the U States

As it ^{have} ~~can't~~ give power, for
an alien can't hold real property
but by Statute
2 B & 131, 1 Inst 31

This is the law in Con & Eng

A widow must be 9 years or she
can't be endowed

The land must be such as there
might properly have been a person
who could inherit

2 Inst Sect 36, 53, 2 B & 131.

A rise in law is sufficient
to give power the not but by
a right of the present possession of the
freehold is in law called a rise in

but actual rise is necessary in Curtesy
6 Eliz 503, 2 B & 131, 1 Inst 31.

A rise in of the husband however
short is sufficient

But where the estate passes through
the husband as a conduit, ~~now~~ dower ar-
ises, for the property really was never
in the husband.

6 Ely 615, 67615, 2

6 Ely 67, 2 B 6122, 6 Ely 31.

The husband conveys by any of his
acts during the dower —

In Ely the wife has dower in lands
of the husband, which he did seized of only

At 6279

seisin in the same here or in Ely

At 62, the wife has no dower in an
equity of redemption, but this is not
the case in Ely, this is an arbitrary
of law — There are stronger reasons
for dower in equity, than for Ely
in equity, but the last is not objected to.

Now on most 221, 323, 1 At 626
1 B Rep 138, 161, 2 At 525, 1 B Ely 326
3 P W 229, Talcott 138, 2 P W 700, Pin 84

137

In Ely the wife is entitled to dower in
an equity of redemption
2 Vern 402, Pin 84 133

At C. L. dower must be assigned
to the widow before the law considers
her as having the property

The assignment must be first made
by the heir, or if he is a minor, by
his guardian

The heir is a tenant in fee to the dower
ager - but in curtesy, the land goes
downward without assignment to
the Portner

1 Inst 134, 5, 2 B & P 135, 6,

But the widow is not dependent
on the will of the heir - for the law
will compel a just assignment

This is C. L.

It has also been said the assignment
of dower is done

generally by the probate will see there
is a proper assignment

The right of dower is forfeited
by the elopement & incontinence
of the wife, unless the husband of
her is reconciled to her

So by a total divorce

So if the wife is an alien:

In Eng treason of the ^{husband} wife for most
purposes works a forfeiture of
the widow's dower —
entirely. Felony and ant non
tadant —

So she by levying a fine or suffer-
ing a recovery, the dower is for-
feited, in it by the Statute
a signing of a deed forfeits, or gives up
dower but not so at Ch —

So if the widow keeps the title
deeds, until she gives up the
deeds, she can't have a dower

So by Stat. by aliening her dower, for
she can't alien ^{without forfeiture}
1 Inst 39, 2 B & P 136, 7.

In case a total divorce, don't
deprive the wife of dower unless
the wife was the cause of the divorce.

Gen Rule — if the wife obtains
the divorce — she has power —
if the husb obtains it, she can't
be in her vicar don't forget
power,

But if the wife here or elsewhere
acquires a jointure, she has no
power —

2 B & P 137, 139

But if the jointure wants any of
the legal requisites, the jointure
is no bar to power

It has been a question in law
whether a jointure can be in
personal property — It has re-
cently been decided it can't

Estates less than fee simple
& life

Estates, for years — at will — & by
succession

The first is an estate for some
a determinate period of time

or for 20, 50 or 1 year & the law don't
regard any period less than a year,
or estate for one or six months is
called an estate for years, for this
is the lowest term in corporeal
tion L. Inst. 28, 69, 2 B. Com. 141

He who creates this estate is the
lessor, who receives - lessee

By a year is meant a calendar
or solar ^{year} month, but by a month
is meant a lunar month, or four
weeks - This is not the law merchant
law - But a twelve month
means a year, for so it is meant
by the law
6 Coke 61, 2 B. Com. 141

In fact the law takes no notice of a
fraction of a day

1 Inst 135, 2 B. Com. 141

If the estate is limited in its continu-
ance, it is an estate for years - This
estate must have a certain begin

ning & a certain end — and the
estate of C. Law the not of it may be
created by parol contract.
2 B. Com 143, 1 Inst 46.

Quod certum est, quod certum non potest
reddi, protest
A lease for so long a time of J. Stile
shall mention, is certain then
6 B. Com 75, 2 B. L. 147

But for so long a time as J. Stile
shall live, is not for ^{years} ~~term~~, nor a
freehold, for there is no livery of seisin
necessary at C. Law —

1 Inst 45,
A lease for twenty years if J. Stile
shall so long live is a good lease for
years — this is a more defensible lease
2 B. L. 147, 1 Inst 45.

The estate for years is a chattel, not
real property — C. Lit 46.

As livery of seisin is not necessary to
create this estate, this being ne-
cessary only for freeholds

So then this estate may commence
in futuro

5 Co Rep 94, 2 B P 140, 4

Entry of his is the present appropria-
tion of the estate, so this estate of fee
hold cannot commence in futuro

This law is artificial but not arbitrary
hepos for years in law cannot disseise
the property, he is only possessed, seisin
is possession of the freehold

8 Htt 40, 141.

The word term now gen means
the estate of the tenant & not the
duration of the estate—hence after
the term ends before the real time,
of the estate

Every tenant for years or for life
has a right to Estovers

2 B P 35, 122, 144

But as to Emblements, if the es-
tate by grant determines at a cer-
tain fixed time, the tenant has no

embellishments, for he knows the estate
would determine —

But if the estate is determinable
on a contingency before the ut-
most time it might continue,
the tenant has embellishments

1 Inst 56, 2 Inst Sect 68, 2 BR 145

But if the lessor ^{does} his ent determines
his estate — he has no embellishments

Little authorities

Next Estates at Will

This ^{is} an estate holden at the will
of the lessor, i.e. determinable
at his will —

So it determines at the will of the
lessor 2 BR 145, 2 Inst Sect 68

2 Inst 55, 2 Gray 717, 1008

Thus the lessor has no certain estate
for any time same authorities

Here to the lessor embellishments

if the lesor determines the estate, not
if the lesor does

1 Inst 55, 2 B & P 140,

This estate may be determined by
the express act of the lesor —
but the act must be made on the
land or notice given to the lesor

1 Vent 248 above authority

So by the lesor exercising rights
of ownership, as cutting wood, plow-
ing &c. for this act is inconsistent
with the tenancy

So by the lesor making a lease or
assignment

1 Inst 57, 1 Ball 360, 2 Levin 80

So by the lesor assigning his in-
terest, for this act cannot be done
for not for a day —

So if he commit waste, this be-
ing inconsistent with his duty

So by the death or outlawry of either
of the parties, outlawry is a civil
death 1 Inst 52, 55, 62, 5 Coe 115,

2 B & L 146

If the rent is payable quarterly
semi or annually & the lessee dies
terminus the estate during the
 current term, he must pay up
 the quarter semi or annually
rent
 But if the lessee determines the
 estate, he can claim only up to
 the end of the last period or term
 for his own fault

1d & L 414, 1 P & D 339 2 B & L 147

I have treated this subject as it
 was at C. how
 New estates at will are annuities
 from year to year & no matter
 when the rents are payable as
 it was once thought to make
 a difference

2 B & L 127, 3 Burr 1609

2d Dig 269, 2 B & L 1173, 8 W & A 3.

This idea has been introduced
 since Blackstone's note

But the words of notice can't be
set up by the tenant that denies
the landlord's title - for he denies
the landlord is empowered to do
any thing - even to give notice

2 B & Hon 161.

If there is a lease for one year & the
tenant continues after the year with
landlord's consent he is against tenant
- a year - & notice proper 'must
be given' 1 Paw on Com 155, 258, 1 Wils 162.

The lessee must have the Lease as an
abatement —

Test - Tenants at Sufferance

This is one who comes in possession
from good title, but continues after
the continuance of the title

2 B & Hon 150, 1 M & T 7

And formerly a tenant after the
landlord's death, held in sufferance
but now he is tenant for ~~two~~ years

2 Wils 159, 3 Wils 25.

2^d Tenancy at sufferance may be deter-
mined by the entry of the lessor
at any time - but then Lessor must
enter, before he can sue for trespass.

2 B.L. 150, 1 Inst 57

And the entry must be formal, to
support an ejectment by the lessor,
for here also no presumption is assumed
since the lessee was once a rightful
tenant 2 B.L. 151, & 3 Inst 384,

But in Con this formal actual is
not necessary for the support of eject-
ment - hence a tenancy at sufferance
permanently continues here - for this
tenant is treated like a wrong
doer, or tortfeasor -

And now in Eng & St, this estate
is really destroyed, because the Statutes
are so severe

2 B.L. 150

Mortgages

There are estates upon conditions, which I shall now consider

an estate on condition is one dependent on some condition. By

1 Int 201, 2 B & L 154

which it may be created, enlarged or destroyed

2 kinds of Conditions, Exp. Pres. & Implied

The last is one, to which there is a condition from the nature & essence of the estate, which conditions are not expressed

1st 1st 2d 3d 4th 5th 6th 7th 8th 9th 10th

215, 2 B & L 152, 3

The first is one to which there is a condition expressed & these conditions are precedent, or, subsequent

There is no implied precedent

condition—a precedent condition is one that must be performed before the estate can vest, a subsequent, one by which an estate is determined if not performed.

Lit. text but 325, 1 Inst 417, 2 B & P 154

An express condition in and is different from a limitation in law

88 The words so long as, while, until are words of limitation

These words upon condition, so that provided &c. are conditions in and

Lit. text 380, 3 Inst 41, 2 B & P

155 or 3 Inst 41, 2 B & P 155

The effects of these words are different if the word is a limitation, then when the ^{contingency} condition happens, the estate reverts ipso facto of course—but if the word is a condition, then the estate endures beyond the condition unless the donor take action

vantage of the happening contin-
guence, in the first case the estate never
grows but in the last it only may &
that too by the choice of the grantor

Lit. Sect 347. 200 p 155

In this rule there is one exception
where the word is a condition, if the
estate is to go over to a third person
on the breach, the word is construed
a limitation, here the estate deter-
mines whether the bond lord chooses it
or not else the remainder man
has no remedy & he is not to wait for
the moving of the lay lord
but the estate of course determines
at once 1 Vent 202, 1 Roll abri 411, Ellis 215

The previous entry in gentlemen is
sufficient for it contains the entry
Daugh 400, 4 Pray 750, 20th 209

A condition that a life for term
about app'ain is good, recently awarded, for
a man may say who shall be his own
tenant

2 Attch 219, 2 B Rep 360, 2 7 Rep 138

8 7 Rep 54, 60, 61

and an apportionment is a forfeiture

do a lease that the executor shall
not apportion - contains a good condi-
tion, & if they apportion, it is a forfeiture

2 7 Rep 1240, 425

And a condition that that estate
shall be determined if the life tenant
becomes a bankrupt is good,

So, that the term should be taken
in execution is a good condition
For all these are really an apportion-
ment & every landlord may choose
his own tenant - a reversion is a
mere apportionment & can't hold

2 B Rep 133, 6 Tit 684

8 Tit 61, 2 Attch 219

life or

And if one holds an estate for term
& by deed against the condition, at-
tempts to convey & the deed is infor-
mal or defective, it is no forfeiture
for no real injury has been done

8 7 Rep 641.

If an express subsequent condition
is impossible, the void & the estate is
as without conditions, for the law
requires no impossibilities & it
matters not whether the impossi-
ble condition is to be done by the
grantor or lessee

So the rule is, the same if the condi-
tion becomes ^{impossible} afterwards, before
time of performance

So if the condition is made impos-
sible by act of the grantor, or act of
God or inevitable accident

So if the subsequent condition
is unlawful, for the law will never
put temptations before a man, & so

So if the condition is inconsistent
with the estate

1 Inst 200, 201, 217, 1 Cow on Con

2612, 2 BF 159,

But if the condition is void
ent & impossible or unlawful
the estate never vests - & if the
unlawful act is done, no right
then arises, for no man is bene-
fited by his wrong

1st But

The performance of the condition
is matter of fact & may be proved
by parole evidence, is no contra-
diction of the writing.

Pennad. 100, 101, 102, 103, 104 -

Estates in Pledge are subsequent
conditional estates, of two kinds
an estate of Reversion & Mortgage

Now on Mort 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

208157

A mortgage is an estate of prop-
erty subsequent condition

Let Let 332, 2 B. 157, 8

Pon a Mort 104

It had if the debt is paid on the day
the mortgagee need not recover
the tax except else you must seek
for oral evidence

This is called a dead pledge, for on
failure of payment at the time, at
law the state is gone eternally. — If
Pauel is a fool in his definition of
a mortgage, he is incorrect, there
is but ^{but} one kind of Mortgage

Pon a Mort 4, 12, 108, 864 447, 9,

454, 170 pp 756

A mortgage is a mere security
for a debt it is like a Pawn

Mortgage means ^{gen} the estate pledge
is not the instrument, the word is
often used to mean either

15
The condition of a mortgage deed is called a defeasance, & is incorporated with the deed, or annexed ^{to}, or on a distinct instrument. The usual way is to put it at the bottom of the instrument, often to be indorsed on the back —

A deed is sometimes given & then a bond is given back to deliver up the deed on payment of the loan.

Can Mort &

But if the bond ^{contains} ~~has~~ no relation or reference to the ^{deed} other, it makes no mortgage, this question has not been settled judicially.

One instrument must count upon the other —

The bond is good for another contract but no defeasance of the deed to constitute a mortgage, unless it contains the proper reference.

A mortgage made to secure a debt
is destroyed by tender of the money,
the debt is ~~not~~ destroyed but only
the lien, hence the tender must be kept on its
other cases

But a grant to secure a gift, tender
destroys the debt & all obligation, & if
the mortgagee-wontagee accept the
money he can't after get the money

1 Inst 207a, 209a & c, Litchet

335, 338, 9 Bohn 77, 67 245, Con Mort 5, 454

The condition of a mortgage is subse-
quent & not precedent as was once

thought 1 Inst 205a 206a 209a 221^c

1 Bohn 22, 8 Bohn 42, Con Mort

Formerly if a mortgage in fee was
perfect the wife of the mortg^{agee} had
power, for the property is absolute
but this is not now the law
as now in Eng, a mortg in fee is
rare, they are mostly for a long
time,

2 Bohn 158, 1 Inst 221, 2, 8 Bohn 191

1 Eq abrid 311, 3 Bacon 632, Pom & Mort 7,

In Con these terms are not found - here
the mortgage is in fee - for never did
the widow of the mortgagor have
power here

It is settled that a breach of the
mortgage deed is a breach of the
bond 2 Levins 110, 3 Heble 387, Pom & Mort
10, 12 - contra 67 & 81, Jell 206.

It has if the mortgage was not
formally performed, the bond
vested, the law remains the same,
but Equity gives relief, the one con-
struing strictly the other with lenity
Uniformly, Ch has got the better of
law in all ~~the~~ ^{their} quarrels

The construing several bonds between
them made a great ~~great~~ ^{great} deal, till
I swore by the body of God
then they got along well enough.

It now gen. has jurisdiction of Mort
In Eq the debt is the principle & the
cond pledge merely an incident
so when ~~the~~ term has expired, the
mortgage is more true to the
mortgagee
1 Vern 575.

This called Equity of Redemption
& is known only in Equity
Don M 156, 299

But till the debt is satisfied even in
Equity, the mortgagee has the fruits
of the Cond 9 Mod 196, Don M 15.

Hence a mortgage only effects the
state of alienation in as much as is
absolutely necessary

A mortgage will hold against a volun-
tary settlement & if the father promises
land by way of settlement he may still
mortgage, but then ~~the~~ son may
redeem if he can -

1 Vern 182, 329, 342, 2 Brog 908
2 P Wms 649, 3 Attk 700, 1 Atk 606, Don M 15,
17, 599, 618

It has been held that if an estate is ^{divided} mortgaged to A & after devised to him the mortgage is a total reversion for it would be mortgage or to mortgagor — & this distinction is material as to his interest once, In some modern cases this has been denied

Eg 49. Pried in Ch 114

Porell 17, 18, 3 Ves 741, 500, 5 & 656
but this rule is good law now

Every security in land for a debt is
in Eg deemed a mortgage

2 Attk 295,

And that which is once a mortgage
is always a mortgage —

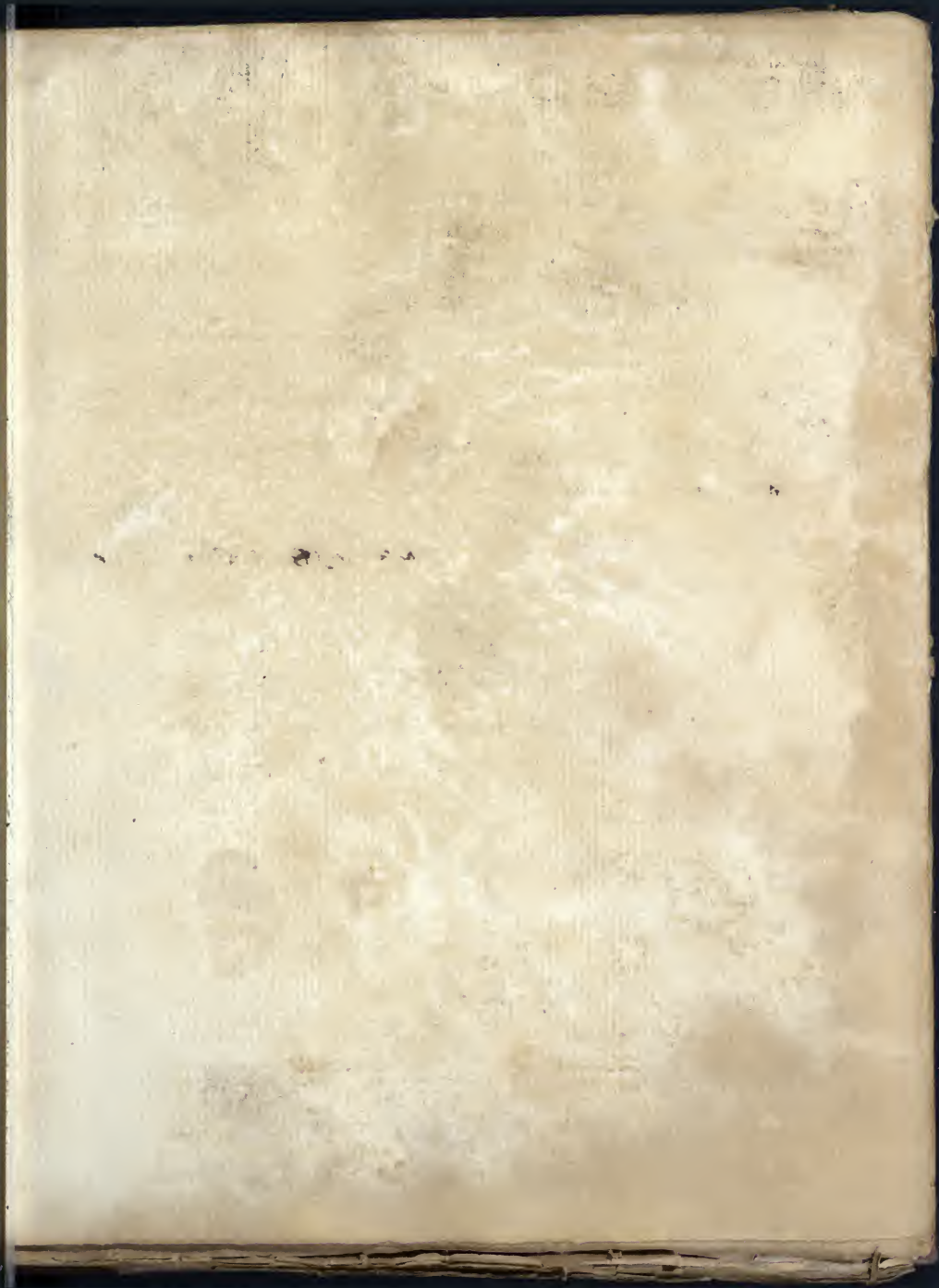
this means all agreements made
at the time to prevent a redemption unless the money is paid at
the day ^{or} utterly void — else mortgagor would have great advantage
over suffering mortgagors

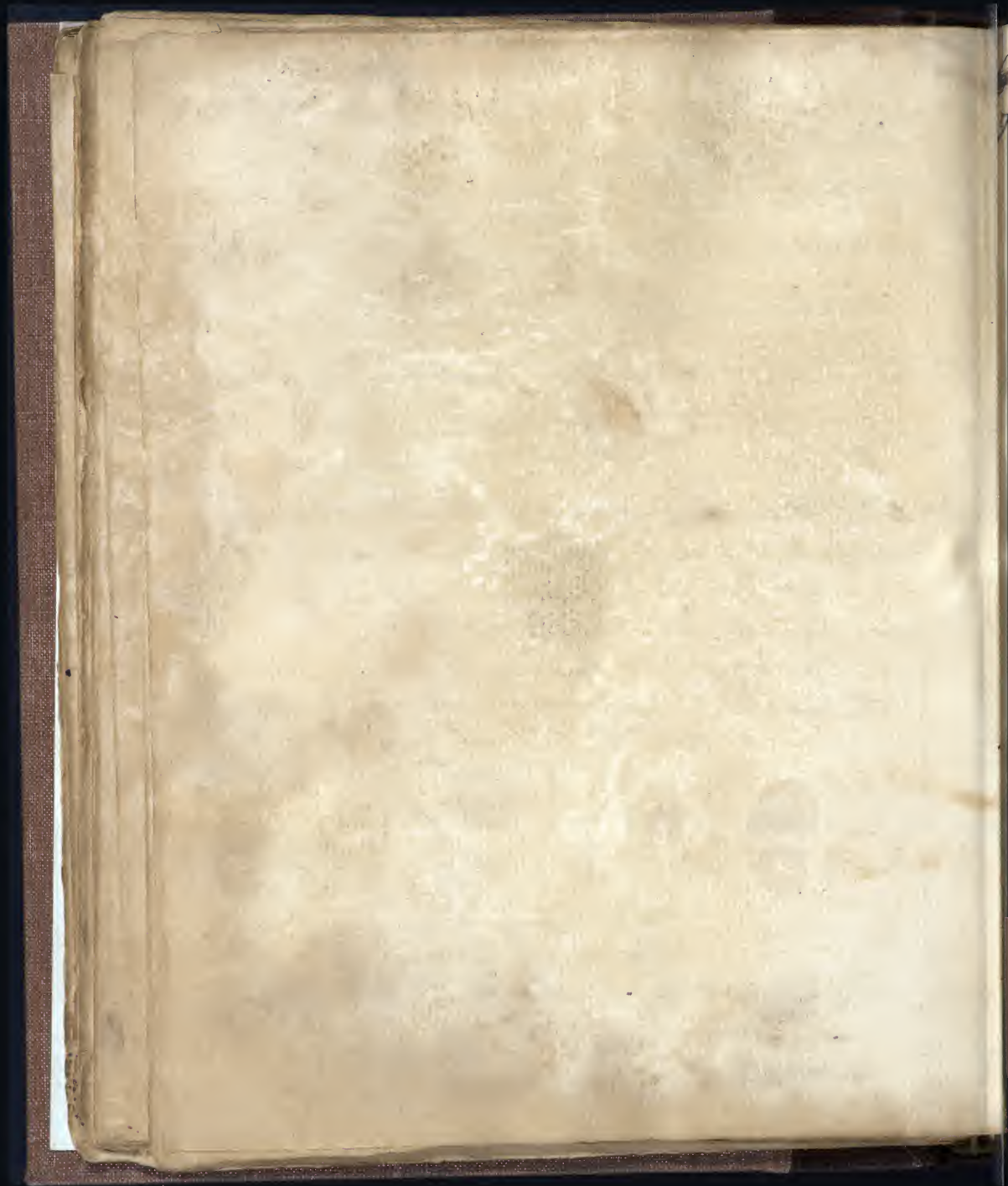
1 Vern 33, 190, 192, 2 Dent 364, Porell

19, 21, 28, 38, 9,

and it makes no difference, whether
the proviso is in the deed or elsewhere
relative to ^{it} 2 Vern 84, Com Plex 603

and so any provision ^{at the time} to ~~be made~~ con-
sider the conveyance as absolute if
the mortgagee shall advance more
money ~~or~~ at the time of expira-
tion are void 1 Vern 488, 138, 2 Vern 520





7th These maxims above are two exceptions

1st If there is a subsequent agreement to sell to the mortgagee the equity of redemption. executed it is good an agreement at the time is void, but if made fairly after the mortgage has commenced, it is valid —

2nd If at a subsequent time, the mortgagee agrees to release the right of redemption, on certain conditions, if the conditions are not fully complied with the agreement is rendered void
1 Vern 268, Talbot 61.

2nd 595, 1 B & P 149

2nd When from family settlement or the like, by the way of hindrance, the great maxim don't apply for here the mortgagee intends to confer a benefit on the mortgagor 2 Vent 304, 1 Vern 7, 2 H. 232, 193

2 Eq 6 ab. 395

And an agreement made at the time, that if the right of redemption is to be sold, the mortgagee shall have the refusal is good - for the mortgagor is not any way injured

2 Eq 6 ab. 399, Pon M 26, 7

And ^{an} absolute deed may be considered as a mortgage, if circumstantial facts can be proved, sufficient, without danger of sur-
guery or fraud - and these facts ⁱⁿ this case may be proved by moral - there are no judicial decisions to the point, but there are many able opinions as if it makes an absolute deed, but gives him note, remains in possession receives rents - never accounts & perhaps pays interest on his note, then circumstances show

This to be a mortgage all these
facts can closely & without any danger
of perjury be substantiated

This point can be ascertained in this
State. The Chief Justice reversed that of
the Court & said this deed was a
mortgage & then recommended

Talkens 60, Pinch 526, B Woodin
429, 2 etc 71, Pow on M 65

Parol evidence is always admissi-
ble to prove the payment of the
mortgagor's debt, & for the Mort-
gagor can compel the mortga-
gee to give a receipt

And so parol may prove, that the
mortgagee has forgiven the debt

Barnardistowne, Pow M
50056,

But an agreement between
two co mortgagors that

The whole debt shall rest on one
count be proved by parol
10th April 55

If land is ^{devised} given to trustees, out of
the property to pay certain sums
of money, if the rents won't satis-
fy the sums, the trustees may mort-
gage, or sell

But this is properly said in the devise
that the money shall be raised from
the rents, no mortgage or sale con-
tinues. Pin Ch 394. 2 Vern 300, Ponc 11
104, 5

Is the interest of the mortgagor
in the mortgage

Usually the mortgagor holds pos-
session till the mortgage has
expired, but really the mortgagee
may enter immediately after
2 B & 158, Ponc 1166, 79, 84

The mortgagor has given the mortgage
for in law to most purposes the property
is transferred, but defeasible on a subsequent contingency

8
If the agreed the tenant or mortgagor shall hold a certain time
3rd in tenant for life years
e.g. 6 & 9, 660, Pon M 66.7.

But if for no certain time, a tenant at will quasi at law for many purposes
e.g. 6 & 9, Doug 242,

3 East 449, Pon M 66—84.

As for as it respects the possession by the mortgagor, he is given a tenancy at will—and he may be ejected without notice to quit, which could not be if he was tenant by years.

e.g. 660, Doug 22, Butcher & Hall case
10th 606, 662 303, Pon M 66

But mortgagor need not pay rent as tenants at will are obliged to—
for he pays interest on the debt—

But if the mortgagor is ejected he is not entitled to the emblements as tenant at will

Doug 22, Pon M 66.70

Estimate it will come open to
a third person — but a mortgagor
don't forfeit his estate by under
leasing — but the mortgagee
may if he will defeat this under
lease — then the under tenant
may be treated as a wrong doer
or tenant *Saucy 22, 67 006, Pon M 68, 9,*
80, 864 303, 305

And neither is the under tenant
entitled to emblements
Pon M 74, 5, 3 East 449

And if the mortgagee tells the
under tenant to pay him the rent
he must all the rent arrear, ^{& future} when
ever it ^{or shall} be ^{arrear} due, but the tenant
need not pay it again if he has once
paid ^{to the mortgagee} *11th 006, Saucy 266, Pon M 80, 81*

If the mortgagee, dies in possession
the mortgagor, the latter contal-
lors, that the P^{ty} has no title

It is if the mortgagor has his land
tenant, the tenant can say the title
is in the mortgage, else the mort-
gagor could not cover up his property
back, if the lessor don't cover it all.

1 Rich 500, ^{note} 1 Det 480, Pon M 459, 470
1 Dem 258,

The title of the mortgagor's tenant
is good while the lessor lasts against
the mortgagor & all third persons
Hence the tenant may sue for
trespass & so he may redeem, for
if his lease continues he has the
same interest as the mortgagor
had & if he redeems he will have
all the rights & privileges that
the mortgagor had
662 304, Pon M 75

As to the interest the mortgagor
has - in Eq & often in law, ^{it is} decided
^{he is} the real owner of the land, & the
mortgage a mere real chattel

to the mortgagee

If a feehold is mortgaged, the realty
in equity is in the mortgagor & at
law the mortgagor by possession
acquires a settlement while by
possession the mortgagee does not
& so in law a ~~total~~ mortgagee can
ever vote — in E & L the mortgagor
only can vote, either before or after
the mortgage has expired — before
a foreclosure Lang 610, Pon 11 109

2 Ves 304, 2 Q. B. 978, 3 O. Wms 41, 2 Vern
61, 2 Attk 294

So the interest of the mortgagor
goes to his heir & those of the mortgage
to his ~~heir~~ executors — until a
foreclosure ^{we} has been acquired

And the interest of the mortgagor
is a devise proper under real prop-
erty, but not that of the mortgagee

some authorities, ^{con} on M 15, 30, 92
113, 124 - until foreclosure

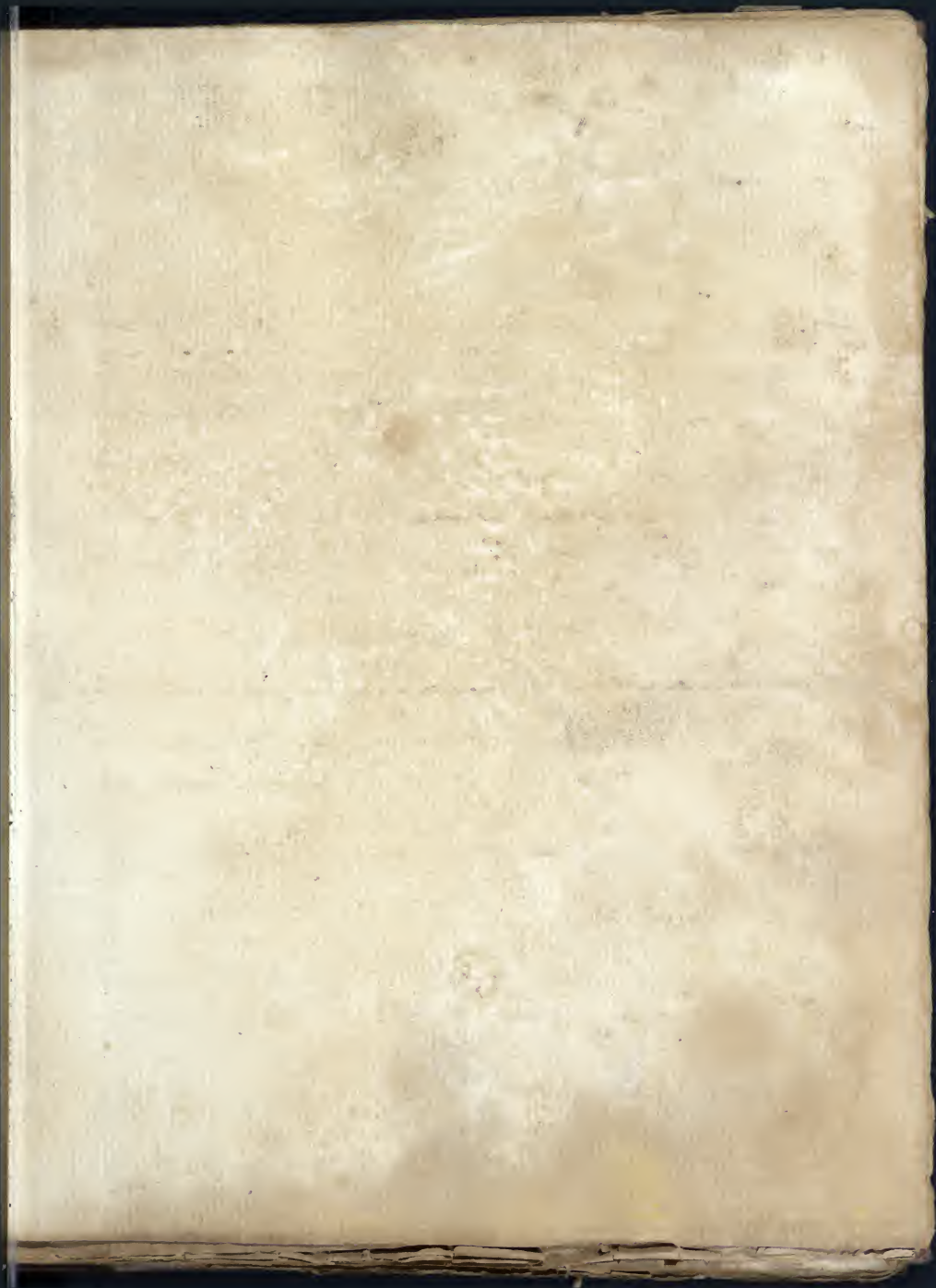
And the interest of the mortgagor
is to be conveyed like all other
real property, three witnesses
are necessary ^{in equity} ~~in equity~~ & in a grant on
con ^{in the 605, Con M 113}

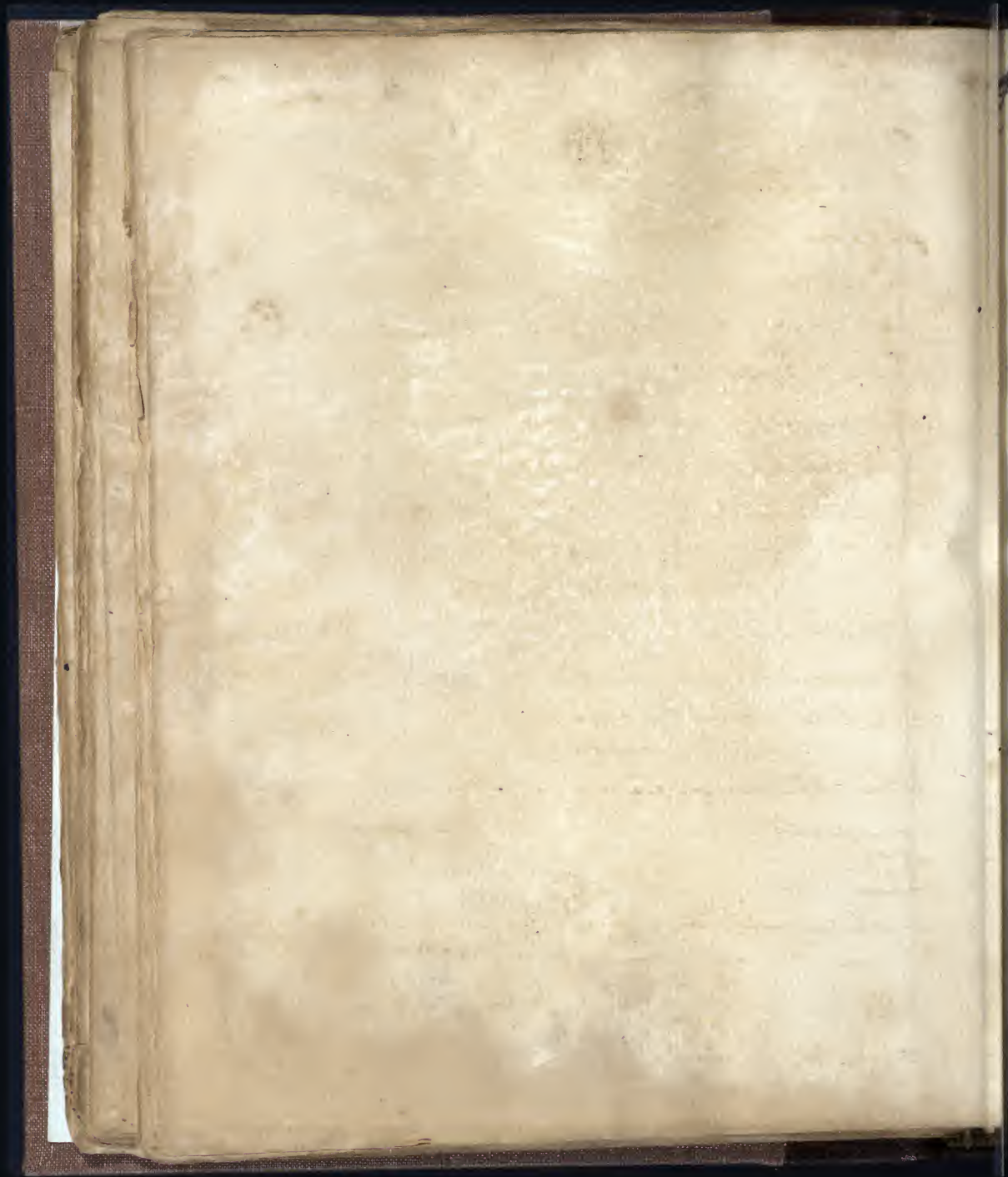
But still the court permit the
mortgagor to commit waste
which may be done by the pre-
holder -

in the 123, Con M 107 75.

If the mortgagee get the mortgagor
any time before the expiration of the
mortgage - the mortgagor must
still pay interest for the debt & the
mortgagee must set off the fruit
& proceeds of the mortgage while
he receives them, ~~for~~ against the
interest of the debt - and ~~the~~ ^{the}
must do all foreclosures

[illegible]





Interest of the mortgagee

Before the mortgage has expired
his interest is as it was at law

Before the mortgage is forfeited, the
mortgagee has ^{absolute} entire disposible

2. Vern 156, Pinch 423

Don M 74, 80

When any conveyance or lease by the
mortgagor before or after forfeiture
is voidable at the election of the
mortgagor — not void but voidable

Lang 22, Don M 80,

And from this rule, the lender tenant
of mortgagor, must pay ^{if in arrear} past & future
rent to mortgagee

Lang 266

And the mortgagee can on notice
compell the apigree to pay rent
^{arrear} after

Lang 266, Paw M 80

before the mortgage commenced,
if ^{the} there was ^{the} a ^{again} lease before the mortgage
made to him the apigree mortgagee

When a tenant ^{mortgagor} there for years apigree,
the apigree is not bound by

Then if this waste or timber must
go to discharge the debt of mortgagor

Ponc 1195

whether may be commit waste that
is not useful to the mortgagor in
any case — and in all cases he is account-
able to the mortgagor for what he
takes from the property

3d W 423

But the the mortgage continues under
the estate, the mortgagor must pay
him for all necessary expense on the
mortgage, to continue its usefulness
or for its preservation — this expense
stands as principle & carries interest

3d W 4, 518. 2d W 84,
1 W 26 24, Ponc 1195

If the mortgagor conveys property
not his own, but afterwards obtains
it or has it, the mortgagee will
have the estate, just if then the mortgagor

2d W 11. Ponc 1147

1st and the mortgagor shoud own that
he aint then own the property, he
will be estopped —

And in Eng. if the mortgage appears
provides a new term, then will be
the redeemable by the mortgagor

7 B P Cas 432 —

Gould says this new term is wholly the
mortgagees doing it not to be redeem-
able, but in Eng there is a quid pro quo
reason, for there leases are given renewed
as the value of property is then fixed,
but here leases are not given renewed
a new, higher lease is given, Gould
thinks there is not good law in Bos

A Mortgagor in Prop^{ty} is not bound
to keep except for necessaries, but
if he has in support of the mortgage
title — then he is primarily on
interest — because a dispossession
would injure the mortgagee — and
he would with 3 Atk 518 finally have to
warrant a good title to mortgagee

The mortgage takes the estate subject
to the same incidents or attendances
in the hands of the mortgagor

2 P. W. 140, Pin Chan 591, 592

Pon M 99, 111.

And if tenant for life mortgages in
fee, then determines his own estate,

But if mortgagor by treason forfeits
his estate, the public takes only the
right of redemption, for his right
is prior in time to the public's

Pon M 111

and further a right of redemption is all
the traitor has or can claim at all

Who may claim on equity of
redemption

This equity is called a trust in Equity

2 Atk 526, 1 Atk 606.

Any person having an interest in
the mort. may redeem the mort.

page 1 Vern 193, 1 Eq Ca Atk 315.

If mort become a bankrupt, his
opignus may redeem

18th bars 71, Don M 109.

If the Mort sells his mortgage —
the opignus may redeem — & he
may his tenants redeem

1 Vern 23, 196

So his heir may redeem after his
death if the mortgage is inherita-
ble, if for years the Executor ^{will} redeem

2 Vez 504

The equity of red is in gov govern-
ed by the same rule of ^{descent} ~~assent~~ as if it
was a legal estate 2 Vez 504.

If the mort assigns — the assignee
may redeem 18th bars 199 & Burgess

A judgment creditor too may re-
deem — for he has a lien by the
judgment 2 Atk 440, 5 D 200.

1 Vern 399, 1 Vint 102, & 3 B & A 220.

but this rule don't hold in con.
a jud is no lien.

But if on jud, by execution's then
lond has been set off by then con
redcom, in the equity of redemption
is set off - The jud then has given a lien
In Eng if the mort has forfeited his
equity, the thing con redcom
103 O Cases 22.

If a mortgaged estate ascends to
an infant, his guardian may re-
deem Pin 6th 137

The widow if she has a jointer in
the lond may redcom & she may
redcom the whole - here 9 (Gauld)
suppose the jointer is made after
mortgage, ^{is made} else she need not re-
deem, but if course will have power
So if a jointer is made during coverture
she will not hold to the exclusion
of the mortgage - & must redcom

1 Vern 33, 192. Pon all 212, 112.

And she must have one third of the
debt if she joined in encumbering
the lond

22
the must pay all ^{the debt} to the mortgagee
I will hold all ^{the land} full 2 thirds ^{of the first} one
reimbursed to her - but if she
will not join in encumbering,
all must be reimbursed to
her else she will hold the whole
property

1 Vern 191, 16th Coes 271

The husband of Mort will redeem
by way of courtesy 1 Attk 603,
But then there must have been
an equitable deed during coverture.

Con M 114, 116,

And if there was not, the husband
can't redeem - and wherever the
husband can hold by courtesy, he can
redeem 1 Osg, 298, 307

Aubrey's incumbrance
may redeem from the first mort-
gagee, the last mortgage consist
only of an equity of redemption.

2 Bth Coes 170, 7 Veners abrid 52

2 Vern 669, Con M 117, 194

could I take it as a rule that
if a second mortgage redcom
from the first, the mortgagor
may redcom from him, by paying
all the incumbrances.

The second mortgage don't also owe
all the interest more than the
first, else he could never make
a third mortgage, but there
may be a thousand mortgages
on the same estate.

And there are cases where after
a release to the mortgage, the
mort has redcomd — for in these
cases there has been fraud or ^{error}
advantage taken of ones weaknesses or
circumstances.

• Pon ~~Case~~ M 119, 124, 162 bones

107.

If a tenant for life & remainder
man in fee, either redcom, they
must pay a proportion — tenant
for life & three, remainder man in

for a third - and if one has paid
the whole he can hold over till
he has been reimbursed

P in 64 62, Pon M 112, 120, P in

64 45 incorrect

But the the tenant for life can't
compel the remainder man to
join with him in the redemption
nor - yet the latter can after
make the first the tenant to keep
down the interest

Pon M 121, 442, 444.

If ten for life pays the whole
debt & makes ^{any} ~~the~~ improvements to
permanent & dies, the remain-
der man must pay for a third
of the improvements

2 Eq Cases abri & P, Gilberts Best 69

Pon M 444

But if the remainder man redeems
after the tenant for life's death, the
representatives of the tenant, need
pay only, the value of the ^{improvements} ~~improvements~~

of or use during the tenants life.

1 Vern 404,

the Equity of redemption is ^{in England} not apett^{er}
from the mortgagor, for he has not
the property

But in Equity this right of redem-
tion is apett^{er} & he will force a sale
of it to pay debts 2 Vern 61. 1 At 411

2 At 294, 3 P Wm 341

The rule must be ^{the} same whether
the mortgage be for years or in
fee

From these equitable apett^{er} all
creditors are to be paid in propor-
tion, there is not as at law any
priority of debts

In law all equity of redemptions
are apett^{er} at law & will be sold
by proctor & trials like any property

In law we have no distinction
of debts no priority

And in Eng, a reversion from

a mortgage for years is legal apett^{er}

for this reversion is not an
asset.

1 Vern 125, 6, 1 Salts 354,

But one ~~has~~ is tenant for an ^{ann} ~~ann~~
and years & mortgage for fifty
the residue is legal property &
real & ~~the~~ ^{the} ~~residue~~ ^{is} ~~subjected~~ & the
executor is ^{subjected} ~~subjected~~
for some authorities

A reversion is not an equity of
redemption

2 Vern 61.

An equity of redemption may
be devised as a legal estate may
be used to satisfy debts, but it must
pay all the debts in proportion

2 Attk 50, 2 O'W 412, 1 Vern

63, 69, 101.

Thus one ^{simple} holds that debts &
legacies must be paid in pro-
portion, cause the will expresses
no priority, this has been con-
tradicted & I take it is not law
legacies are mere bounty &

a man cannot be just for it

2 Eq Cas abt 371. 2 Freeman

270, 2 Ch Cases 248, 1 Det 275,

1 Mod 117

Tho in gen where the fund is equi-
table, there is no priority in ^{debts} ~~debts~~
a second mortgagee is preferred
to any other creditor, for he has
a lien on the very property, the
very thing

Term 100, Cor M 150, 1.

It has been doubted if there might
be propepeo fratris of an equity —

there may be

1 Wms 604, 606, 1 Trust 14, 15,

1 Coke 124, Plowden 18, 8 Wms 213,

Gen no person can redeem who is
not entitled to a legal estate, a
man must be a fool to use
term 10, for ~~the~~ ^{the} man who has equitable
estate, i.e. a fixed interest in the
equity of redemption ^{the} ~~the~~

2 Eq Cas abt 605, 1 Term 182,

This is only a gen rule, for if the ~~the~~ ^{the}

person who has the equity of re-
demption must redeem any
other person who has an interest
in the equity, may redeem, tho
tho they have no legal title

Barnardiston 30
do in common cases if the heir
will redeem. The creditors of the
mortgagor cont. some authors

Pon M 134.

It will ever make the equity
of redemption subservient to
justice, to its own rules - & who
ever seeks equity must do it
And thus it will decree a re-
demption with or without
a ~~redemption~~ condition as the
good & justice of the mortgage
shall require

2 Vent 350, 1 Ld Ray 170
2 Vern 536, Cowp 601, 2 Vern 536

A mortgagee can't compel
the mortgagor to redeem before
the time of payment, but if
the bargain unjustly bears
hard on the mortgagor, he
may in Ch redeem if he will
before the time - This will act
down sooner in Equity for than the
value of mortgage ^{normal} ~~normal~~
2 Vern 232, 183, 394.

If while a bill to redeem is pen-
ding, the mortgagor can fairly
get possession he must restore
possession before the bill is granted
2 Eq Ca abr, 599. Ven abr
tis M 467

If the same mon for two distinct
dilt mortgages two distinct
pieces of land - if one is not
sufficient to the other more than
sufficient, he can't redeem one
of the pieces without the other

2 Vern 207, 286, 1 Feb 29
245, for whoever seeks equity must do equity

And in the same where redemption,
represents entering the mortgage

And if the heir attempts to defeat
one of the mortgages & fail, he
must pay all & hence & redeem
him both or neither —

2 Vern 247, 1 Vern 245,

1 Eq Ca abt 357, 2 Ch Cases 23,

And this rule holds, ~~if~~ the mortgage
covers a fee simple & a fee tail
but if one takes as purchaser or he
can take what he chooses —
and need no more —

A purchaser of the mortgage will
hold against the mortgagor & his
heir, till he hold all his debt
The he gave less than the sum due
but if he gave more he can require
only his debt
1 Vern 336, 404, 176, Lalk

185,

But if one purchases at a discount

The whole interest he can hold against
creditors or subsequent not only what
he himself gave at discount. Guido
thinks this is an arbitrary rule.
1 Vern 464, 470

And wherever one redeems out of
a prior redeemer - the lord need give
only what the first gave to him
2 Vern 383, 1 Vern 49, 470

1 Eq Ca abt 330, Solk 154

And if the heir or agent purchases in
at a discount, the legatus & creditors
will have the advantage of this
discount, no advantage can be
taken of a discount against a third person
1 Vern 49, 35, 2 Atk 14

But if one who has an under interest
buys in the mortgage, tho at a great
discount, the whole debt must
be paid to him or he will lose
the whole property - this man
is not a voluntary purchaser &
buys not to make a good bargain

he purports to be from me & by

1 Vern 49

If the mort is indelible to the note
by bond, or otherwise than the mort
yet built, both debts must be paid
before a redemption, for this is equity
the cardinal point is Ch - Notes
holds only where the mort brings
the bill, if the note brings it, the
mort is not then compelled to
pay the bond debt, & you don't see why

1 Vern 41, 244, 348, 84,

2 Eg Ca Abr 603, 1000 142, 511, 515,

The same rule holds against the heir of
the negor - he must pay both or all the
debts 1 Vern 245, 18 Wm 775, 1 Day 87,

16h Coes 97

And the rule is the same if a lease
for years is mort, the debts whenever
contracted must be paid

In the books the rule extends only

Mort stands for mortgaged, obligor - for mortgaged - mort

to bond debts, but the rule holds as to all
debts

2 Vern 177, Fin Ch 512, 3 Soth 244

But if the first mage has two debts, all
but the most debt will be postponed
to the after mages,

2 Atk 52, 3 Soth 240, 1 Vez 87

3 Atk 56, 3 Soth 84.

And by 75 in Eng. the awise of the mage
must pay all debts, for the awise stands
on hire & not as a purchaser. This rule
probably is in Ed at Law as did most laws
against flow Fin Chan 511, 1 Eg 62 abt 325,

If the opigne of a mage has a bond debt
due to him beside the most debt
the mage could redeem without paying
all the debts

2 Ch Pub, Don M 1456.

If the money on the bond is prior or not
to the most it makes no difference

2 Ch Pub, Don M 126

as to any actual representation of the Mage

Then in bond from the bond debt, for bond or no bond as subsequent mortgagee not pay this debt —

And when mortgagee sees for far redemption, if there is a bond, he will often go beyond the penalty in the bond, if the interest on it & the principle amount to more than the penalty.

2 Eq Cas abt 611, 3 Atk 518, 1 Bos & M 126, 7, 2 B & P 432, Salk 184.

(But if mortgagee or his opignee conceals the bond from a third person, ^{the mortgagee or opignee} ~~the second~~ mortgagee, the second mortgagee reason of then bond, need, to redeem, pay only the most debt.

Pin Ch 131

But a purchaser of the Eq of redemption for a valuable consideration may redeem without paying the bond debt, he is a purchaser — he is not under a devis, an opignee. A subsequent most mortgagee to redeem ~~he~~ need only pay the most debt — only the mortgagee & his representation to redeem must

must pay the bond debt

P. in 62. 89, 511, 51107

1 Very 87, 2 Ditto 562, 1 Eg. Cas. abt 325

Long tt of propepion after forfeiture
of ttly dont ~~cover~~ an equity of redemp-
tion, the tt dont cover this case & further
this is not an adverse propepion, it
is consisten with the right of the major
15 years in bon is not ipso facto a bar, the
prima facie a bar — 20 years after
forfeiture in Eng is prima facie a bar

1 Eg. Cas. abt 315, 30 Wm 387, 3 Attk 313,

This is only a presumption bar — gone now
making — after forfeiture for there
was no equity of redemption before
This presumption may be rebutted
by whatever shows a consistent forbearance
or any disability that comes in the
interim, infant, beyond seas, &c
the tt dont begin till these disabili-
ties are removed

So by facts to show the inge has
recognised within 15 years ^{in con} in rela-
tionship - as that he has received
interest - made up account to D

2 Vent 340, 16th Dec 194, 2 Vern
418, 2 Ctth 333,

(And in Eq as by it in law, the disability
must be removed 10 years in Eq, 15 years
in con, before the presumption is a real bar

30 Nov 287 is note

But if inge has practised any fraud to
delay inge's possession - nothing is
a bar - there is no bar to a fraud

Pon 11 154, Talbot 63,

But if the door has 15 years have begun
to run, a subsequent disability is no
bar at all - when the door has begun
to run, it won't stop the heaven & earth
shall fall

The person who pleads disability must
show he suffered ^{it} at the time of forfeiture

1 Eq Con abt
Gelding 181 2 Vern 418, 2 Ctth 333

The Statute provides only for those persons
who at the time laboured some dis-
ability under the disability - but this is
only saying what the law is, not giving
any reason for it

It is agreed that the one shall
occupy till he is satisfied from the
vice, possession is no bar - this is
really vivum vadum 60 years
is no bar nor thousand under this circum-
stances 1 Vern 418, 100 M 150.

So where one is in possession
under what is called a welsh mort
it is to pay on a given day ~~at any~~
subsequent years - this mort is
never ~~is~~ forfeited.

Pier Ch 123, 1 P Wms 91.

2 Vern 701, 2 Atk 363, 4 Br P Cases 309.

And in a yearly ^{that} rent ^{any} from the
mort that recognizes this relation
within 20 years ^{not} is a good bar
in recovery years before bringing the action

25
A bill to foreclose within twenty years
presented — ^{an attempt} or to buy the interest of
redemption within this term is a good
recognition

1 B O boxes 309, 2 Eg Co it is 590
5 B O boxes 194, 195 it is 709

No length of possession will be a
bar unless the mortgagee shall notice
it & plead it 2 Atk 140

Never while the mortgage is in possession
will the presumption arise
his possession as from the presumption
Consett 101

In England if the mortgagee has concluded
a prior mortgage cannot ever redeem,
then fraud wholly destroys his equity
of redemption

2 Vern 509, 4 Eg Co it is
320

Effect of a devise of land under
mortgage

The devise of mortgage may foreclose

1 Ch Rep 33, Consett 106
as to the devise

formerly if the mortgagee had forfeited
"lived all my mort" with only a
life estate noted, but now it is settled that
whole mortgage ^{note} Burr 978, 6 Ch 447, 449
L80, Con est 107, 170

The interest of the mortgage will not reg-
ulate prop under condemnation
or tenement, for this is a chattel
interest - but if mortgage has no other
property & is certain this chattel
is meant, this interest propes
2 Vern 641, 1 Vern 3, 2 Vent 351
Barnardis 457, 2 Eq Ca abr 606.

The devise of the mortgage need not join
the heir in getting a foreclosure
1 Ch Rep 33, 1 Eq Ca abr 318

The interest of the debt of the mortgage, ^{since he is a mort} ~~surety~~
don't prop to the devise but only the
debt - but this is incorrect, the
devisee has all the interest that
has accrued & he can claim it

2 Atk 113, Dorne 259

Is a question if this devise must
have three witnesses— It need
not for this is a chattel, so reg-
nized in Law & Eq before & after for-
feiture

2 Burr 978, 1 Show 68, 9, Corth 79, 81,
35, 3 Mod 250,

Of the Priority of Incum- brances

If there are several mortgages on the
same land, priority takes place
according to the time of security

1 B P Cases 66, 2 Vern 524, 81,

1 Eq Ca abt 142, 2 Ves 68, Pon M 181, 190

But this priority is sometimes
forfeited— then a next subsequent
one needed— as the next prior— as

Where the first mortgagee has provided
any fraud or misconduct affecting the
interests of the subsequent Mortgagees

2^d When a subsequent in cumbered
buy in the legal estate

3 P Wm 280, 1 Very 360,
17 Rep 755, 1 Vern 187, 8, 2 Very 573,
St 240.

1st If the first mortgage conveys his debt, to
make one then to lend money on the
same security, he forfeits his mortgage
as if he was present at the time &
said nothing about his mortgage

Bornal 101, 2 Atk 49, 1 Vern 370

1 Con Cont 132, 135,

So also if the first mortgage is a witness
to the second mortgage & knows the
contents of it & does not say so in the
(The witness is not of course presumed
to know the contents) This is a forfeiture

10 Wm 393, 1 Very 6, 103 Ch

357

So if the first mortgage is guilty of any
neglect by which another takes the
same security to a second mortgage

For a villian shall suffer ^{for} his own
out & so if he has aided to this villian

27 Oct 70, 1 Very 360, 1 Vern 130
30 Mar 280, 2 Vent 337, 17 Oct 755, 762, 3,
103 Chen 269, 2 East 486,

So if one about to lend money asks
a man if he has a prior mortg & he
says he has not, & is told by this man
that he is about to lend money to
this same man — this is a forgery
for in such this man is about to interest himself
2 Vern 554,

2 When a second or later mortgage
buys in the legal estate, he obtains
a priority over all prior mort
before his own, for when priority
is equal, law prevails, but then
the purchaser must not know of
the prior incumbrances — this
is called carrying,

1 Vern 187, 8, 2 Vent 337, 310 Ch
226, 2 Very, 573, St 240, 1 Hb 310, 2 Attk

But if this after says now the pur-
chaser when he gave his money knew
of this prior mort, he could by buying
get priority, for towards he is unjust.

1 Vern 574, 2 Vern 319

Not at the time when he takes the
mortgage or ^{this matter not} ~~deposits~~, but at the
time he lends when he becomes a
creditor after he is thus caught
he may recover all & get what he
can - but not, if at the time he got
in to the snare, he knew it
some are otherwise

This person may take to say, indeed a
wrong, or judgment that carries the
legal estate 2 Vern 279,

And this lender must be paid all
his own mortgage ^{that of the first mortgage} ~~all the money~~
~~before~~ before his mortgage else he would
not be benefited by this taking

As to rank of debt or claim in this

nature a mortgage is the same as
a judgment debt or recognisance
in case of man is it

A subsequent incumbrance taken to any
incumbrance that carries the le-
gal estate, and by purchasing
the prior incumbrance he not
only secures his own later claim
but must be paid all the ^{costs} ~~the~~
~~prior incumbrance~~ is now his own
~~incumbrance~~ to the
last ~~ought~~

2 Vern. 279 Bon M 198, 214.

229.

When one of the incumbrancers
has more equity to call for the
estate than another, his lien
will be considered as prior tho
he has not himself the legal
estate, by more equity is meant
an equitable title, tho not recog-
nized by law, for eg considers
done what ought to be done

2. Very 486, 2. Term 600

But if the incumbrance which
carries only part of the legal estate
is purchased in, the this is bought in
in, the purchaser gets the legal title
only to that part incumbered, one
cant buy more than ^{the vendor} ~~one~~ has to sell
but the purchaser will hold all
the estate till both incumbrances
are paid 2. Vent 339, 16th Coe 162

thus A has a farm of 60 acres & mortg
20 to B, then 60 to C, then 60 to D, now if
I purchases B's mortg, he gets a legal title only
to 20 acres all B had and I els dont believe he can
redeem the 40 from C

And if the first incumbrance in
cludes more than that of the pur
chaser's still the third mortgage or pur
chaser will hold all till all ^{the mortgage} ~~the~~
his own debt are paid
unless the debt are paid

thus A has a farm of 60 acres & mortg 60 to
B then 20 to C, then 20 to D, now if I purchases B's, he
will hold the 60, for this was B's mortgage

164 Cas 201, 1 Eq Cas 323,

And if a subsequent mortgage purchases
in a prior incumbrance the satis=
fied that carries the legal estate
& can be used in law, you get priority
to others, & satisfied most is on
paid but not at the door, hence in
law twice perfected, for in law this
satisfied mortgage still holds the legal
estate — and where equity is equal —
the legal title prevails. ^{then can suppose}
the first mortgage not get returned the deed to mortgagee
for else we ^{do not} ~~lose~~ the legal title
1 Vern 187, 2 Vern 301, 59. Hardw.

318, contra 172 —

And this rule holds whether this
purchase or paid any consideration
this is not now a question at
this time
1 Eq Cas 323, 2 Vern 279

And as to the name the the purchase
has got the legal estate by

fraudulent means from the
legal mortgage — this is a great mistake
because this now would not
hold in equity

1 Vern 52, 3, 2 Vern 159,

Bunbury 298

But where the first mortgagee
is sufficient in legal requests it
will avail not to the mortgagee
in, i.e. the third mortgage, for it is really
no legal estate, & cannot be taken to

2 Vern 234, 10 Gr 340, 2 Eq Ca
etc 592, 7 Vin 54

The subsequent mortgage can never take
out to the legal estate, this estate
must be purchased in to avail
the mortgagee as or or third mortgage.

2 P W 495, 17 Brok 573.

So the the legal estate is purchased

being & or even in not equal debt to more delinquent prior in
also, then they include mortg, but if a sub sequent prior creditor buys prior
mortg, this equity must suffer a back over a mortgage who has not equity in it

It avails not if the purchaser
has not equal equity - the pur-
chaser must have equal equity
& the legal estate - the mortgage will
hold before other creditors, for in
the former case the lien is special,
in the latter, as judgment gener-
al - 2 P W 291, 2 Very 662, Pin Chan 144,
310, 1 Eg Cas abt 325, Pon M 224, 225,
Q
As a prior mort purchased in
avails not unless it was forfeited
at the time of the suit

2 Vern 156,

And a prior mortgage having the
legal estate may take another
debt, & tould all those prior to the
second mortgage but then those the
2d must have been lent without
knowledge of the subsequent mortgage
2 P W 294, 2 Very 652
16th Cases 119, 2 Ch Cas 20, 2 Atk 352

And if the first mortgage underwrites &
lends again & takes a judgment for security
he may take on this judgment

2 M L

2 P M L 494

2 Very 662

In these cases the first mortgage must
not borrow the rule of the second mortgage
at the time of the 2^d loaning

Pin Ch 226, 227, 228, 229

507

And the same rule holds, as ^{to} any of
the mortgages.

2 M L 238, 262 Cases 35, 36, 37, 38, 39

But this gen rule that notice
destroys all looking about state
where the ^{intermediate} ~~prior~~ incumbrance is
defective, even with notice here the
purchaser shall gain priority, for
then the defective mortgage has not
the legal estate 3 Bacon 644, 645, 646

204 232

Gould doubts whether in Ch this
 rule is good, for Ch would complete
 the defective prior incumbrance
 & thus in Eg. a defective mort for
 the equitable title & by Ch con & will
 be made to carry the legal estate
 by completing the instrument
 or legal title — but then in Equity
 this defective security will avail
 against creditors who have only
 a general lien — this will stand
 against a judgment debt in Ch
 the not in law

2 P Wms 291, 1 Eg Cas abt 320, 2 Vern
 564, Salk 229,

If the first mortg contain a clause
 making the loan a security against
 a future loan or loans, then loans
 on a part of the mort debt & will
 have priority, if the mgs did not
 know of the future mgs at the
 time of the subsequent loan

if with ~~the~~ notice he will have
priority if the second made at the
time of making his loan knew
of this clause in the first mort.

7 Venus 52, Pon M 230

229

Now whenever notice is charged
against the lender, he must pos-
sibly deny the notice or to taken
for granted

Pin Bl 226, 2 Dec 30, 2 very

450.36 W^m 223

Notice

This is actual, or presumed notice
The first is to whom notice is
actually given him, or he has
been made to a writing that
discloses the fact

Pon M 250, 7

But a flying report is not
notice, then if a stranger to
the contract acquires a prior
incumbrance, this is nothing;

Presumptive notice is a con-
clusion of law - & yet when one
can make title only by the deed
that discloses ^{a mortgage} ~~that~~ fact; it says
he knows the fact

1 Vern 319, 2 Set 662, 2 Eq Cas
abr 615, Gell Eq Rep 8

If A conveys to B ~~land~~ land
subject to a legacy if B ~~or~~
mortgages to C, C is supposed
to know this incumbrance
for he should look to the will
to learn his real title as he purchases
goodwillee same as the other

1 Vern 215

There is an exception when
the executor signs the testa-
tor's personal property, for if
there is a resort to the will,
as the debt can't be determined
nothing can be determined
but this rule don't hold where
the personal article is specifically
bequeathed, for then the will will
tell, 1 Ves 173, 3 Wk 236, 2 O'W 148

150, 2 Vern 444.

And if a deed containing a prior
^{is a lien}
incumbr to a future incumbr
this last incumbr is presumed
to have notice of this prior
charge & if he has not absconded
it, it's his negligence
2 Vern 384, 2 Ves 486.

And a rental in any deed
of another instrument
 is good notice to any one who
 has had possession of this deed
 for every ^{man} has an obligation to know
 what his deed does

2c Wtts 54, 1 Very 387

And in 6th whatever facts are
sufficient to put the party on
enquiry, is notice — Thus pos-
 session by a prior mortgage is notice
 to a subsequent mortgage — for this
 possession should have put him
 on enquiry

1c Wtts 490, 522,

And notice to one's attorney or
 agent is, in law notice to one's
 self — ^{his} agent is that business

1 Very 69, 61, 2 Det 477, 485,

2c Vern 574,

The same rule holds when one
person is agent to both parties

1 Very 65,

And one makes another his
agent ab initio by agreeing
to his act for him, before he was
his agent, he ratifies the act of
the agent & Vern 60 9, 1 B Ploes 244
Tolbert 65, & Vern 599,

But notice of an act of bankruptcy
of third persons are not presumed
to know - hence no judgment of facts
and opinions

Tolbert 65, & Vern 599,

So third persons are not presumed
to know a judgment claim, all
men don't attend to

162 boxes 35 & Det 440.

In con a subsequent mortgage

cant take over intermediate
mages, if they have recorded their
mortg. deeds in Clerks Office -

This question is not settled,
Gould thinks so. This is good notice
for this is the very office of record
and

All can all deeds & mortg. must
be recorded in C Office

In Long - County recording is not
record notice, But Gould doubts the
principle ~~there~~

Pon Mass 67, 1 Reg Co abt 615, 2 Feb 609

But in this registering counties
in Long if there is really notice
it will prevent a subsequent
mages from taking. He has there
all the it intended to give him

Law 712, 1 Reg 62, 3 Feb 640

1862, 2 Mth 275

But if there was not actual
notice. The only right mortgage
in ~~the~~ may take

1 Mth 32 Mth 645, 2 Dec 275

2 Mth 8 Cos 425

a. In a purchase or or may will
hold against voluntary donees, ~~this~~
~~rule~~ & then the third was
notice

1 Mth 645, 2 Dec 275, 9 East

about 600 —

If one lends with notice or purchases
with notice & then sells to another
the vendee may take, if he is not
really informed

And if one for valuable consideration
buys with notice of one who has
not notice, the vendee may take
for he has bought the interest of
one who might & — no injury is done

For the man does not go back

And if one of several apiece or
holders, had not notice, any after him
either with and or without notice, may take

1 M & 71, Surdon 488, 1 Eq Ca abr 331,

2 B & 66, 4 Dec 125,

It is when the man goes on his death

Formerly times doubted whether
the heir or executor should have
this property

1 Eq Cas abr 326, 1 Bl 604

88, 1 Vern 170

Now Bl & at all times, the property
goes to the executor unless the
testator has manifested a co-
trary intention

Even after forfeiture or any time
before foreclosure unless the
man has taken possession, the
property is personal, & altho

There is a fore closure ~~or~~ ^{or} release
of equity of redemption, & no hope
of redemption is taken, mgc's interest is
personal 2 Vent 348, Ward 407, 16th Cas
128, 283, 2 Det 312, 187, 220

The mgc's property is personal for
the money lent was originally
from the personal fund

It is when this is specified in the
deed that the money shall be
paid to mgc's executor or his
the mgc may pay to either the
executor or his, but then if the

16th Cas 283

paid to the heir, he will make
him pay it over to the Ex - his
good payment as to the mgc.

2 Vent 348, 5 Pon M 302,

But in a foreclosed mort the
money is to be paid to the

Executor & when this is done the
heir of the major must release
to the major, must reconvey

Bornadinton Ch Out 2950
16h boxes 283,

And if the money was paid over
after forfeiture, to the heir, he
must pay it over to the heir
£-

2. Vert 348, Don M 302

If there are more than one Ex's
pay ment to one is sufficient
1 Eg Co als 519

If major dies intestate, the Admin
is to take the money, &
if the heir is in possession he
must reconvey to the Admin

2. Vert 367, 193, 1 Eg Co als 520

And the major releases to the heir
after forfeiture, the Admin

will have the estate, i.e. what
the intestate had.

2 Vern 193, 18 Feb 4, 1790

If the ~~man~~ owner of the most appre-
hends his estate to be real & in
this case he conveys it, the real
property 2 Burr 989, 2 Vern 581,

Pier 62 265, 1 Vern 271.

And if money secured by mortgage
by mortgage article to be paid out in
land, this is real as much as
the land would be in which this
property would be used, & if the
redemption, the property goes to
the heir

30 Nov 217.

If two make a loan & take a joint
mortgage, they are not joint tenants
& the interest will not survive
to the survivor, for there are
more personal debts

2 Very 218, 184 Dec 58, 3 O W 158, 184
 207, 2 Det 155, 2 Det 703, 3 O W 158
 1 Very 155

The interest of the major's
Wife after his death

Pay a fine she may incur for
 her dower —

Major alone cont most awg
 the wife's dower, the wife
 wright is paramount to all
 claims, tho if the

1 Bern 294

A jointure of a ^{property} major may
 redeem 3 Baron 228, 1 Bern 212
 184 Cas 176, 1 Bern 191, P. on 21, 313
 310,

So if there is a settlement on
 the wife only in article, on the
 mortg loan she may redeem

for she has in Equity an interest
in these lands, but if myer
knows of these agreements, she
will hold to his exclusion, but
if he did not, she may only redeem

3 Bacon 228, 2 Vern 343

but if a jointure after marriage,
given in a mort, she must have
her proportion in the redemption

1 Vern 191, 1 Eq Ca ser 315, Gell in

Eq 106,

if the first mortgage without knowing
of an ^{intermediate} mortgage, loans a second sum
the mortgagee will hold both sums
in preference to the jointure

315, 1 Blk Coes 119,

A jointure settled after marriage
in a piece of land, is void against
a mortgage altho he knew of this

voluntary jointer when he loans
this money, ~~then off~~ she can here
redeem. Law 280, 711, 9 East -

If the husband before marriage gives
a bond to leave to his ^{wife} certain
money, she may as a creditor
redeem any mort, just as any other
creditor may

In Eng any creditor may redeem, but here
he must get an execution on the mortgaged bond
for here the equity of red is split, but in Eng
any creditor may redeem even without
an execution
If a husband takes a mort in his
& his name, & he dies, she is
entitled by survivorship to the
legal estate, but she is not bound
to all creditors. 2 Vern 683.

2 P Wms 364, Don 21312, 18, 360

In Eng a wife's wife can't come
down & can't in this character

Redeem

1. Mh 606, 3 P Wm 229, 2. Mh 125,
Tolbut 138, 1 B Put 138, 161, 1 B in Ch
326,

This rule contains states a mort
in fee before marriage, she she
would have her dower

2 Coke 94

But in Con a husband may mortg
age his estate & the wife can only
redeem, she has not her dower till
she redeems

But here & there, the wife has
dower in a reversion after a
mort for years, the wife has no
dower in the years, but only in
the reversion.

Pin Ch 133, 2 Vern 403.

Not in Eng but in Con if the husband
mortgages & then marries & then
die before foreclosure, the wife will
have her dower in the mortgage
premises, for in Con the wife has
dower in an equity of redemption

Mortg of Term covers estate
the husband as interest in
the wife's mortgage

ye The husband obtains ^{estate} ~~not~~
 trust in the wife's inheritance
 by marriage but a life estate
 by courtesy —

Hence the husb can convey only
his life estate & ^{not} the she joins
 in the conveyance & estop
 since she is judicially

2 P W 127, 4 Diab 57

1 Trut 351.

In Con husb & wife by deed ^{or mort} may
 make an alienation of all
 her estate

24 Con 265

But if at 6 how she does join
in a fine her husband with her
 can convey her estate

Don 11038. Galb 41

139 Ga 216 217 61.

But ^{any} act of ^{the} wife after coverture
is determining, recognising or
re-executing makes the deed
or most absolute, & thus the the
first deed was made even by her
alone, for then she conveyed her own estate
Jan'y 53, book 206, Perkin
led 154, 2 P W 127, 2 Vern 526.

If the wife ^{conveys} most for the husband's
debt, still his personal property
even to the exclusion of legacies
shall go to remove the incum-
brance altho she joined in first
in the mortgage

1 P W 254, 2 Vern 604, 689

Tho the wife by fine has incum-
bered her jointure for her hus-
band's debt, she does not entirely
lose her jointure, she may have
it when the incumbrance is
paid off
2 Bk book 156, 1 Vern 235

If the wife joins in conveyance her
estate to relieve her husband, in
62 she stands as his agent to
the heirs, this being a reluctant
tution of mortgages

2 Mh 384

If a woman marries having a
mort & the husband makes a settle-
ment on her in consideration
of her fortune. The purchase is
her mort & if he dies the prop
will go to his representatives

2 Vern 501. 1 Egle 68

This rule does not hold if the husband
makes the settlement after
marriage. This is a donation
merely 2 Atk 448.

And as if her property is enlarged
& the husband in consideration
all the ^{after marriage}
makes a settlement. This is no

purchase, she has no control
over her property, on his death his re-
presentatives will take the property

2. Atts 44, 8, Pin Ch 63,

And on a contrary agreement to
settle a jointure, this is not made, by
the he has purchased her estate, if
she died with joint, before he could
Pin Ch 412, 1 Eq Ca abt 70

^{under this contrary agreement}
And a settlement ^{is} don't make
a purchase if the settlement
falls short of the agreed sum,
i.e. ^{what he agreed she should have, & if he don't}
~~of her property, her most~~
reversionary portion will go to her representatives
2. Vern 68, 2 Freeman 102

1 Eq Ca abt 68

The husband can always make the
wife's most his own, by taking
possession, by receiving the money
in selling, this is a mere election in
action, & must be reduced to possession
Pin Ch 412, 2 Vern 501, 1 P W M 458

But an alienation is not ^{an} act
of prope^{ty} in, unless for a val-
uable consideration, than if
he gives away the mort, — but a
consideration goes to the family support
2 Vern 401, Pin Ch 118.

2 Vern 176.

If the creditor take prope^{ty} in
the wife's mort, & she goes to Ch.
Ch. won't take it away from the
creditor, as if assignees of a bank-
rupt, for the husband has really
taken prope^{ty} in the mort in form

10 Wm 158, 3 Det 197.

But if the wife retain the mort
and from the creditor, Ch. won't
take it from her — for all have
equal equity, & the legal estate
prevails, 10 Wm 182, 459, 2 Det 316,

But Ch will take it from the
wife for a specific obligation, if
there was given a valuable
consideration, this is actual
hypothecation

2 Vern 270

If an agreement to give the
wife a deed in security & on delivery
will bind the wife till she has
paid the debt

2 Attk 207, 2 P W 364

Out of what fund is the mort
to be redeemed after mgor is
dead

It goes into Eq.

That fund that has been increased
by the mortg debt, shall be first
charged — or first mgor's personal
property

Lath 249, Talb 54, 30 W 358

Pier Ch 61, Eq Cas abt 259

And tho there is a bond given
8 on that the heir is liable,
still the Eq is liable to the heir
or creditor

The same rule holds with
a devisor in being an antequial
heir.

Pier Ch 477, 1 M 482

If the major legatee tho his personal
estate, it must still go to the major
tho it tends only to his residuary legatee
where he is specifically legatee,
tho rule does not. The residu-
ary legatee takes the property with
all its increase & decrease

Pier 626, 477, Toll 54, 2 Vern 701

Major's debt is from his personal
fund hence must be redemmed
from this fund

The residuary legatee is not bound
all other, unless the major, state

some other provision, that special
legatus shall discharge certain debts
1 Vex 51.

And even if you charge his real
estate, still the personal fund
must be exhausted first, but if you
order the real estate to be sold for
the debt, then this must go before
the personal fund.

1 Vex 54, 1 Levin 203.

1 Term 718, 1 Eg 60, also 2 71.

And this gen rule must never
operate to the disadvantage of the heir
against general legatus, or simple
contract creditors. (bond creditor
can always take against the heir
other can not) The personal fund
must satisfy simple creditors & gen
legatus first, & the heir must pay the
mortgages, but residuary legatus are
always postponed.

See M 277.8, 385.6, Talbot 50

8 Nov 69.

By Gen or Special legatus, & must then who have a certain
specific, stated, given them, who take what

The person who will always be liable first, unless it is specifically exonerated, or what amounts to it.

And if bond creditors get the personal estate, the simple creditors to that amount may have the real property before the heir can use it to redeem with some authority.

The same rule holds again to a residuary devise or again to the heir or ~~first~~ residuary devise & legatees are always pro tanto

Collected 53.

But if any devise his real property specifically, no creditors can claim pro tanto

1 P 206 78, 403, Pon 11379, 382

384, 391

And when the descent is broken, the specific devise stands like every other specific devise — no estate merely purchase

No one takes as devisee or heir of legatee if he can take as heir at law

This is a more remarkable channel

Salk 410, 18 Nov 201, 681

But the heir at law is never entitled
to ^{use} personal property against any
specific devisee or legatee only re-
siduary legatee or devisee

18 Nov 69.

The money may be the subject of a
specific bequest, but it must be iden-
tified & distinguished from all the
rest of his property, else he is a re-
siduary legatee, whose trustee & will
lie for his property, he is a specific
legatee or devisee

The heir is not in union to a specific
legatee or devisee

100 dollars is not a number, 100
in a certain way is

18 Feb 1898, 18 Nov 127, 539

2 Vry 422, Don M 588, 391.

If ingor devise ^{real} his estate with
the incumbrances there upon, still
if there are no other words, the
personal ^{residue} fund must be first
exhausted, to redress with

2 C 770386, 1 B 62 252, 461

And if it appears on the will
that the real property is devised
without the incumbrances every
other ^{part of the} real property shall be first
exhausted, before this then devised
the heir must pay before, a real specific
deed, if any thing goes to the heir by law

2 M 424

But if ingor sells his equity of redem
the heir of the mortgagor or or or assignee
cant claim the personal fund of the
testator

1 B 62 101, 454, Don M 110, 12,

And if the money are on the mortg's
not the debt property of the owner
his land shall be liable, for his
personal fund has not been en-
carged - when ever the personal
fund has not been encarged, then
real property is liable

2 B.C. 454, 1 P. 4047

The interest of Money secured
by mortg'ge

Contracting for receiving more than
lawfull interest, makes the con.

tract void but taking too much does
make the con. void but is now by the penalty
2 Stat 307, 4 Burr 2253

Aug 223, 2 T. 134, 3 Stat 309, 1 Stat
185

A mortg is void if the given to
secure more than lawfull in-
terest - 3 Stat 114, 3 Stat 327, 1 Stat 228

If a mort is made for 5000 6 is taken
this is not of course unus & void
get the 154

There is a difference between an agree-
ment ^{with a clause} to pay 4 per or 5 if the debt
is not punctually paid — & 5 per
or 4 if the debt is punctually paid

The first is void but the latter is
not, for the first is a penalty.
But this is mere form if the parties
know the thing, for they will then
transform & establish the latter

Pin Ch 100, Barn 481, 3rd ed.

5th 0,

And yet if there was a covenant
given or an agreement in that
form, the former contract is valid
for then ^{is} no penalty

Pin Ch 101 note, 2nd Vern 134.

And even an agreement in
form of condition is good in Ch

if it is by way of indulgence given
to mgor, this is no penalty, tho a
benefit & convenience, as if mgor
at the time of forfeiture was to
have the payment delayed

3 B O Loe 4 B, 1 B W 652,

Compound interest is not allowed
between mgor & mgw - & thus the
at the time the parties agreed it
should be neither in Ch or hoid
Pin Ch 116, 2 B W 331, 1 B W

652

But if mgw assigns the mort
with consent ^{of mgor}, assignee will
recover interest on all he gave
tho he gave compound interest
to mgw & in the sale, for this is really
payment of mgor's debt to mgw, by assignee's sale
1 Vern 169, 2 Ch Cas 67, 3,

2 Vern 135.

But if without concurrence
of mgor - then the mgw is assignee

can have only simple interest
on the old debt

3rd W 371, 1st Dem 108,
Still if ^{the report is made} ~~the~~ with the consent
of mg or, if the ap^{er}ignee has not
paid com the debt, ^{to mg or} he can't get
com pound interest

1st Eg Ca abt 329, 1st Dem 115
There once holds if mort was for
fide, com interest was good,
not law either in Eg or Law

Pin Ch 116
But if the Chancellor report, after
that all that is due is princi-
ple, for this report is in nature
of a judgment so always after
the whole is principle

10th W 478, 480, 482, 370, Pin Ch
500, 3rd W 722, 2nd Eg Ca abt 530,

But a master account of
an infant mg or don't

convert all in to principle,
for there is no neg. act

2 Vern 392 LIT sect 402

2 Bray 25, 5 B P 60 & 56.

On the other hand if the infant
brings bill to ~~the court~~ ^{London} the report
converts all due into principle

2 B P 60 447

And if an infant agrees to pay com-
pound interest, &c. there is no comp. in
this he is 18, he must pay this
interest, &c.

1 Eq Ca abt 287, Ponell 407, 8

Barton goes signing on account that
so much is due on interest, don't
convert it into principle

10 W 652

And an express agreement to pay
compound interest is not usurious
the not valid in Eq or Law, but if
after it has become due, he then

7th
agrees to pay com interest, he
will be forced to it -

Salk 449 & 4th 331.

The tenant for life of the Eg of B
is compelled to keep down the
interest, & the the remainder
man cannot make the tenant
redeem, yet the remainder man
may redeem & force the tenant to
pay 1 third of the debt & keep down the
interest or quit possession
of Eg B 69, & Eg Co also 590
16h Coies 223. Pow 121, 442

But tenant in tail is not oblig-
ed by any one the in possession
to keep down the interest, for
perhaps that state will last for
ever & he may by fine forever bar
the remainder man

11vey 247, 280, & 6th 235.

But if ten in tail is an infant
& in possession, he must
keep down the interest while

minor, for the whole infant
cont for the remainder more by
time.

Salh 567, 2nd 487, 1st Very 477
489

But if tenant in tail does break
down the interest, he can't recover
anything from the remainder
man, for to no more than he
ought to as the he could not be
forced to it.

Very 477, 1st Chan 218

The ^{first} ~~second~~ mortgage man gives the
mgor some benefits, they shant
prejudice the second mgor

Pin Ch 30, 1st Vern 270, 3 Bar 658.

When mgor gives a bond to mgor
for the debt, any one who holds
the bond may receive the debt &
discharge the mort, but if the
person has only the mort due, merely
by possession he can receive only

the interest,

Sabb 150, 150, Pen 64 209,
1 Eq Cas abt 145,

If mgc refuses to take the money
after forfeiture, he cont after totu
interest but mgc must have
given 6 months notice & then
tender on the very day mentioned

1 Eq Cas abt 318 Bonell 484, 5,

But then mgc must make
oath that he has always had the
money ready & used it to no profit
else interest will run as if there
had been no tender.

2 P W 378, 264 Cases 206,

And in gen there must be a
strict legal ^{tender} ~~oath~~, or else interest
runs.

2 Vez 372, 278, 30th 90

1 Eq Cas abt 603 "

It has once been noticed that a
tender of bank bill was good when
mye did not object to this money

1 Eglea abr 310, 3 Bar 659.

The debt is to be tendered ^{the person of the} to mye
if no place of payment is men-
tioned to the contrary, not at his
house 1 Inst 2.10 & 2 Eglea abr 610.

But if place of payment is mentioned
tender must be made there & on
the day if 1 Inst 2.11, 12, & Bar tit and
c.

But if no place is mentioned
if myor says he will make it
at a certain reasonable place
a tender there is good, if mye dont object

20 W 378.

And if mye wilfully avoids payment
or tender, then tender at his
house in his absence is good,
here no place is appointed

16th Dec 29, where good tender is made the interest stops.

If judge doubts of the legality of the transaction, he may take counsel & tell them the interest will run, the tender has been made - here there is nothing unreasonable, all men may doubt & then ask counsel without ^{great} injury to ^{another} ~~them~~ - tis often uncertain who must have the money or who give release

3d 11th 90, 2 Eq. 601 also 603

The interest on a mort may be altered by a ^{partial} parol agreement Powell is too general in his remarks on this subject, & often in Eq. parol will rebut a deed or writing if equity requires it, but a parol contract can't rebut a written one, tho it may rebut on unjust claim -
 Pon M 460

6 B P boxes 580.

The method of accounting

Mor men never account for
the profits arising in possession
he pays interest on the debt, this
is a mere pledge —

2nd 244, 2nd 107.

Aug 266,

But sng in possession must
account for profits, & this goes to
the debt 2nd 534, 1st 245.

If sng's mortgage then state him
self he can't have any thing as
bailliff, tho he is allowed all
cost all labour & need account
only for the net profits, but
if he hires a bailliff, he must be
paid what he gave

1st 245, 2nd 118, 2nd 120

If without sng's consent, sng
applies to an insolvent person
still sng is liable after the
apportionment

1 Egla abs 328, 3 Bacon 658. 2 Ed 603,

A sng in gen & prima facie is
accountable for ^{no} more than
the actual profits, unless sng
from fraud or intention & sng
has not properly cultivated
the land — if no fraud sng or must
take him as he is this, one more
may do more than another

1 Vern 25, 476, 1 Eg Co abs 328

3 Bacon 657

If sng takes possession & keeps
other sngs or creditors out, or to
them he is charged with all the
profits he might receive, one
sng short but another

1 Vern 274, Pin 82 30, 3 Bacon 658

In this case too, he must know
of the subsequent incumbrance
& is not liable till he does, more
than in the first case

2 Ed Out 219 Don M 458, 9,

If mortgage enables the mortgagee to keep
possession to the prejudice of any
sub mortgage or creditor, the first
mortgage is accountable, to the cre-
ditor from the time mortgagee takes
possession in his possession

1 Vern 207, 3 Bacon 658.

If after mortgage has been made, the ^{mortgagee} ~~after~~
brings bill to redemption, the
mortgagee must be a party, for he must
account for his profits

1 Eq Abr 59

An account between the mortgagee
to the first mortgagee - is conclusive
against all future mortgagees, unless
there has been fraud - Gould
this rule holds only when the
account has been taken by
the mortgagor, never when by the por-
tion only

16th Cases 299, 2 At 32, 3 Bar 559

copy

9th

But on account between the
mgr & assignee don't ever hold
against the mgr

18th Dec 68

A remote assignee need not
account for the profits that
arise before his time, for 'tis
impossible to take a correct
account, the previous profits
shall be set off at random, for
the acc^t & interest
1st Dec 102, 2nd Dec 392

There are two ways of making
accounts —

1st by annual rest i.e. applying
the over plus profits to the debt
& by bringing all the profits
into one sum & all the interest
into another — the latter is
compound interest & much
the best for the mgr — the other
for the assignee — the first diminishes
the principle — the

other does not—

In 6th if the profits greatly
exceed the interest, the first method
is adopted, but if the profits & interest are
about equal, the latter

2. 11th 1824

Foreclosure

If the mortgagee redeems in the
mgt may foreclose i.e. show a
deed that if mortgagee don't pay
within a certain time, the mort
shall be closed forever & the
order is irrevocable except
in cases of extreme hardship

2. Inst 196, Pon 11 497

If mort is in reversion, the Ct
will order the sale of eq of red but
never unless the mort is in reversion
Pon 11 495, 510

If a mort is made to several
all must be parties to foreclosure

so all assignees must join &
if they want join on Pelf, they must
sight — they must all appear
1 B Ch 368

some where

There is mean a for till the mort
is forfeited, for till the Ch has
no cognizance

2 Vent 1565; 1 Vern 432

On bill to fore, the title of mortgage
cant be investigated, the mortgage
may deny mortgage to be such certainly
the rule means only, in this case
that Ch wont aid the title of
the Pelf & the mortgage

2 Ch Cases 244, For a 11476.

And a mortgagee may pursue all
his remedies bring all his actions
at the same time, fore execution
& reversion — the object of each
is different.

2 Atk 344, For a 400

In case if judgment is given on the debt
~~the~~ execution may be levied on the
equity

But while these three actions
are pending, Ch may issue an in-
junction, - for if the debt is about
to be paid the equity & unless to give
the mortgage

2 Atk 344.

Ch will ever refuse a decree if
manifest injustice will follow
from the foreclosure - for this
is an entirely discretionary thing

2 Vern 271, Path 680

Upon the death of the mortgagee the heir
brings a bill to foreclose; this is de-
murrable, because the executor
takes all assets

16th ^{Edw} 58, 2d 29, Con 1479

The mortgagee's executor need not be joined
because this right to redeem belongs
to the heir 30th 333 notes Con 1479

40
But this the mortgagee has no
right to ~~and~~ foreclose, still if by
inadvertance the Ct should grant
this bill, to go on against mortgage
but the mortgagee's personal representa-
tives may compel the
mortgagee to pay them the debt or con-
vey the land to them.

2 Vern 66, 367, 193, 1 Vern 367, 1 Eq
Cas abt 328 —

On a decree to foreclose, the time
is computed by calendar months
before foreclosing the tenant's
tail of an eq of redemption will bind
all the issue & remainder men
because he might by fine bar
them & in losing his own right
he loses all their with his

184 Cases 217, P 481.

But this rule is different on the

a tenant for life for he could
not by fine bar any one
2401.

If there are several incumbrances,
the foreclosure extends only
to those against whom the de-
vice goes out - 2 Vern 518, 688, 185.

When all the major interest is
devised, the devisee may obtain
a foreclosure

1 Eq Cas als 218, 16403.

An infant may be foreclosed
but then a day is always allowed
to shew cause against it (a 6 month
day)

2 Vern 292, Cin 62 185, 1 Vern 295

2 Vent 342, 477, 3 Bos 148

And if the infant dont shew
cause within proper time he
is absolutely foreclosed

if process has been served upon him—

33 Bar 128, 2 M 532, 1 P W 504,

2 Lit 401, 3 B P Cases 311

But the infant obtaining age is not allowed to go into the Court make payment, but merely show cause why it should not remain— he may use any advantage which if used at the time ~~would~~ of hoping the decree would have prevented its profiting— he may show the decree was erroneous or fraudulent

3 P W 352, 6 Con 489

But if a feme sole or her executor mortgages land, during coverture, a decree is premature again & her husband may act for her

3 P W 352, 5 M 712, 1 Ves 302

Though no day is given her, she
may avoid the decree after con-
viction for just cause a error or
fraud 2 B P W 450, 3 Det 238

The judge must in suching the
debtor be guilty of no fraud

9 Mod 153, 2 Eg 608 abt 600, 9.

2 B P W 450 + 94

So where the decree was obtained
after judges creditors had informed
the judge that they would assist
in the debt, else they would be
disfranchised

2 Ch L 170 2 Vern 601

But where creditors or insurers
creditors get the foreclosure opened
they must pay the cost

2 Vern 185

84
The term limited to pay the debt

1
may under special circumstances be enlarged, when it appears the property is worth much more than the interest & debt

Barnardist Rep in Ch 221.

2 Eq Cas alr 6,

And if mortgage is prevented by any inevitable accident from paying the money at the time, the time may be enlarged

1 Chon Cas 63, Pon 11494,

A decree is never opened for a voluntary gratuitous mortgage or otherwise, because they gave nothing & then lose nothing

1 Eq Cas alr 317, 1 Ld Cas 217

In which most there never can be any foreclosure, for at law there are ever redeemable

1 Ves, 406, O in Ch 423, 10 W 291

2 Vern 407,

If the first mortgage obtain a foreclosure
against any after or 2^d mortgage,
then devised to the mortgagee, still the
second mortgage may redeem on the
death of the first mortgagee, this is a
kind of equitable estoppel

2 Vern 235, 1 Vern 148, Lath

275

A writ may be opened by an act
of the mortgagee himself, or if he brings
suit for the debt, this is a waiver
of the foreclosure

1 Eq cas abt 517, Conell 490, 505

2 B P Cases 119,

Decided in our superior Court

1 Root 202, not Law-

Lapse of time is always an objec-
tion to opening a decree

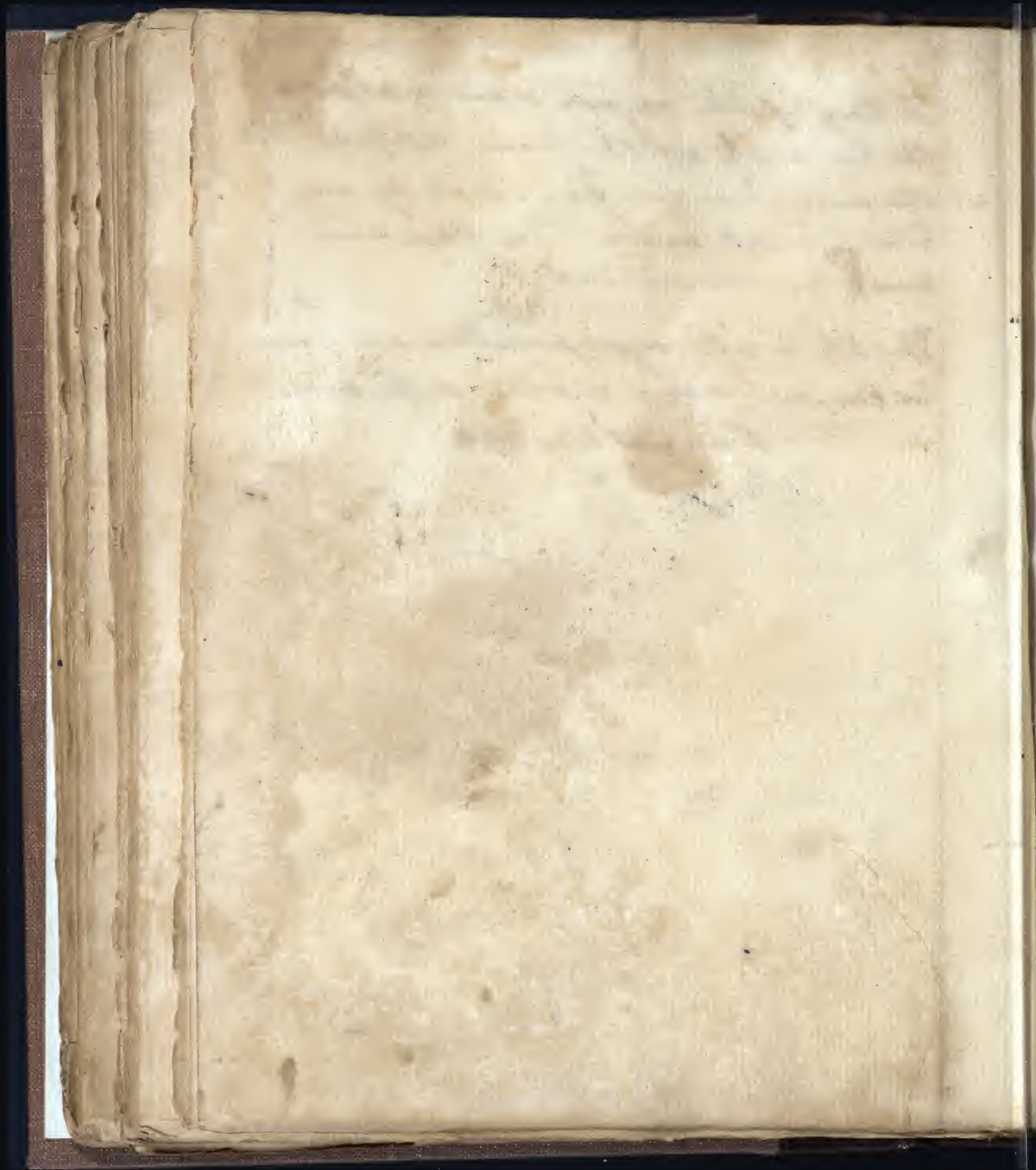
2 B P Cases 111, 2 Eq Cas abt 171, 589,

1 B P Cases 414, 3 do 315,

In Eng if the major does not pay
the money at the time appointed
the decree is confirmed by an
additional order - In Con we
have but one order -

The Ch is always opened in Eng
in Con we have stated sections

Pon M 479, 502.



Expenditures are of two kinds
those created by act of the parties
are remainders, those by law
reversions

An Estate in possession is
one that passes in instantly
with right of possession &
interest

Estates in remainder are
subsequent to particular
estates always — And always

the preceding estate and
remainder are of the same
estate — Hence no remainder

can be limited after a
fee simple — the remainder

in this case is void —

or if a secondary devise a fee cont

be limited after a fee, there
is only a substitution, no

remainder, the first fee
never exists, or if so two

disposable

A remainder may be cre-
ated by any words importing
such an estate -

There must always be a particular estate preceding a remainder.

An estate created to commence at
a future period, in case remain
der. If probate ~~at~~ ^{of} ~~the~~ ^{the} estate com-
mence in future, it must vest
in possession or remainder
If probate could commence in
future in any real action,
could never be brought, for a
real action would be only against
an antiquated probate in pos-
session -

Advised that in one, of which
there is a present fire ⁱⁿ night

of present or future enjoyment,
ment,

When ~~there is~~ an estate vested
in a person, or, carries a
present interest, present en-
joyment, is a right to
these things.

An estate vested in inter-
est, is one to which there
is a present fixed right
of future enjoyment, and
by vested remainder in
the books means an estate
in interest, for if the enjoy-
ment is present, there is no re-
mainder.

If contrary, ~~it~~ remain-
der is one depending on
some uncertain event &
differs from the rest.

For there is no present inter-
est or possession, nor future
interest or possession, now
fixed

When a freehold remainder
is created, the grantor must
with the particular estate
keep a freehold, not that free-
hold

By fiction in law, every ex-
pense is avoided, & so real ac-
tions are most entirely out of
use, judgment is the substan-
tial, and in law these reas-
ons never existed

The contingent remainder
carries a freehold to the par-
ticular tenant, but in ves-
ted remainders, a ~~free~~ freehold
belongs to the remainderman

It ^{at} lease will, will not sub-
vert a remainder, tho' too pre-
carious -

If the particular estate is void
the remainder must fail -
to the three above exceptions
or in devises.

A vested remainder is not
destroyed by the destruction
of the particular estate, tho'
a contingent remainder
would be if the contingency had not
happened

The Remainder must step
out of the grant at the time
the particular estate is
created, (i.e.) the absolute
or contingent remainder is
then created,

In contingent remainder

nothing drops out of the g
to the one man, but a contingent
right

Row on 3 W & S. 2 9th 167. Cont
671, 2 Wood 177.

This thing was differently under-
stood formerly, viz. the terms of
Blk, in Cont Remainder's then
the remainder resides in the g

Term 206, 225-225, 6, 2 67

Cor the 26th

A reversion can't be created on an
estate already in possession, for
the ~~two~~ ^{two} estates must
drop at the same time — the
two ~~estates~~ ^{estates} must be created
by the same instrument

7 220, 2 B & 165

If the reversionary estate is after
popped away to a reversionary
estate

The remainder must vest during
the particular estate or at its ter-
mination eo instanti
7232

The estate must vest its interest
at this time, There must no time
intervene between these estates
for both constitute but one

2 B 168, Plowd 25, 7233

237, 240, 2 Wood 179, 180

And this g- says the remainder
shall take effect contrary to this
rule, it cannot vest

Plowd 25, 7233, 4.

Remds are of two kinds,

In a vested remd the interest is
present, but fulw in propo-
sion or enjoyment,

2 B 168, 71, Plowd 248

In a vested trust the testator, is
never vested but only the interest

In Cont. Trusts, no present interest
is given for future enjoyment
for if so in this case

2 B & P 109, 170, 3. Coke 20

2 Wms 191, 2, 194, 1 B & P 215,

Pon D 250, 4 2, 3, 4,

At Law, a person in vested or more
will not take the remainder,
but by the person now take.

2 B & P 169, 3. Coke 228,

2. Coke 51, 2 Wms 200,

the estate limited to one not
in esse, still by possibility
he must be in esse before the
remainder will vest, else the remainder
is void

2 B & P 179, 4 175, 2. Coke 11

1 Bohn 66 B. & Bolk 172 in Ch note void
when the word heir is a word of
purchase or limitation

and then to the heir of B. & B is
not born at this time is void
there must not be a possibility
to on a possibility, but a direct
possibility

1 Inst 45, B, 184, Hobb 33

2 Bolk 170,

Let remainder to John. It con-
born son yet is void, for perhaps
it will have no son & then per-
haps his name will not be
John.

717, 2 Bohn 155, 2 B 170

The contingency is too remote
Let a remainder on the prob-
ing of some unlawful
act is void, The law presumes
men will act uprightly

and never will a right answer
from an unlearned pulpit
to a question as to an illegitimate
child not born is vain.
So too policy demands this thing

4135, 6 & 6 Elis 509, 2 Coke

51, Plowd 32,

A Court record of feoffment
is similar on an estate less
than feoffment, for a feoffment must
pass from the grantor, but this
record is ^{done after}
1604 136, May 151, 2 Wood
199

"of the land & then the record," here
a feoffment passes

2 Bk 171, 1604 139,

May 151, 2 Wood 199,

A Court record is always deposited
by a determination of the
particular estate, before

The contingency of happiness
else here would be an in-
tim

241, 248, 252, 254, 258,
268, 270, 272, 2. Feb 191, 160th 68
195

to also by a fine or recovery by the
tenant for life, this ^{estate} determining
not ~~so~~ with the ~~reversion~~ remainder
as in Case of the Contingency
has happened before the writ
is determined, for then the
remainder is vested

160m 66, 82 bis 630

Letter 224, 23rd 1857.

of the private estate of a 2^d remainder
termining, the remainder or commo-
ences, but not so with a 3^d remainder
if the contingency has not
happened, since if it has, for then
it was vested, before the private estate
determination

and never will a right accrue
from an unlawful act
to a person as to an illegitimate
child not born in wedlock.
So too policy demands this thing
7135, 6 & 6 Eliz 109, 2 Coke
51, Plowd 32,

A Cont remainder of freehold can't
be limited on an estate less
than freehold, for a freehold must
pass from the grantor, but this
reason is now done away,
1601 130, May 151, 2 Wood
199

"but you have then the remainder," here
a phrase is used

2 Brev 171, 1601 139,
May 151, 2 Wood 199,

A Cont Remainder is always defeated
by a determination of the
particular estate, before

The contingency of happiness
else here would be an in-
tim

744, 748, 252, 254, 258,
268, 270, 272, 2. Bk 171, 180 & 68
105

So also by a fine or recovery by the
tenant for life, this determining
not ~~105~~ with ^{estate} in the remainder
or in bon. Pres. if the contingency
has happened before the part
estate determined, for then the
remainder is vested

160p 66, Bk 180

60p 224, 2. Bk 180

If the part estate of a 1st remainder
termining, the Pres. remainder commences,
but not so with 6th remainder
if the contingency has not
happened, since if it has, for then
it was vested, before the part estate
determined

The Artisan must have
only a right of use.

1 Coke 66, 7, 2 Wms 190
199, 12 Edw 154,
L Ray 316.

A. B. Mum may be defeated, Trustees
are appointed to protect the
Art estate, till the contingency
shall happen — The Trustees
have remainder estates, This
Principle arose from the chan-
cellery affairs of L. & York won

2 B & P 171, 2, 1 Inst 378

5 Coke 51, 784, 87, 88, 95

120, 123, 152, 157

The question whether a rem
is vested or contingent, depends
on the nature of the limita-
tion, not upon the probability
or improbability of its ves-
ting in possession, but in interest

2 Mod 181. 2, 184. 5, 192

Holt 20, Galk 232.

L Ray 523, 37 Brok 488. 9.

It is the uncertainty whether a
rem will vest in interest, not
in possession, that makes
it contingent

2 Mod 192

The present capacity of the rem
taking possession if the partic-
ular estate should now determine
is the universal rule to
determine whether the

rem is contingent as well as
in rem becomes vested on the
happening of the contingency
Term 149,

If an estate is limited to two, rem
to each on different contingencies
they are crop remains

4 Bacon 992, 404 133

4 Geo 303, 620. 31.

It is said there can be crop remains
between two only, but this is not
true when there are two. The pre-
sumption is for them, but when
more against them

Coop. 788, 797, 1 East

229, 241 26, 40, 416,

It is said crop remains can be created
only by devise, but this is wrong,
in deed they can be raised by
implication, but can in devise

1 East 416

In Con as future may be created in future, if the
person now to take is alive
at the time, as to his express in-
mediate issue, this question
is not settled St of Con 43.

Executory Devices

This term is sometimes used
to denote the instrument, &
sometimes the estate
2 Blk 172

A devis executory is to take
effect on some future con-
tingency. The gen definition
usually given is incorrect
for it includes cont resid

2 Blk 172, 189 also
185

An. E.D. is one created by devise
& not allowed in B.D. as in *trust*

7298, 303, 2 Wood 222

2 Sound 388, 2 Blk

287, 763 — *Sound* 224

Whatever limitation this is
divine that can be construed
as a B.D. will not be an E.D.
because E.D. go to establish *her*
intents, which the law takes

— 7299, 302, *Earth* 310, 2 Wood

222, 223, *Long* 729,

E.D. are allowed by way of indul-
gence to a man's last will, &
this man's limitation is
dead void, as in *divine* good

2 Wood 221, *Con* D 250

Fern 299, 2 Blk 172,

The whole law of E.D. is of modern
origin, it first began in Elizabeth's

This Ball Decree were unknown
at C Lan

27 Feb 93, 95

c in ED suffer from a *Memorandum*
to its creation

1st ^{By ED} ~~the~~ ⁿ *of* *the* *State* may com-
mence in future the no *with*
estate intervenes

2nd *of* *the* may be limited on
a *fee* —

3rd *of* *the* *interest* ^{*Abolition of*}
may be limited after a *term*

2 Bb 743, 798 43024

Sack 229, Pon Dec 248

250

1st *of* *the* may be made to
commence in future, without
a *with* estate —

Thus to A on his marriage,
"to the heirs of A when he shall
have one," this would be void
by C L instruments

7303, 4, 2, Polk 173

Solth 220, 9, Pond 255,

And till the contingency
happens the estate descends
to the heirs of the deviser, some have
denied this, the few say they is in
reversion, But this is incorrect

2 Wood 233, 1 & 505,

Song 481.

By C D, a fee shall be lim-
ited after a fee

"Thus to A & his heirs & if A die
to B and his heirs," this would
be void at C L law

"Then to C & his heirs if it will
pay so much ^{in one month} money, if not, to
B,"

2 Blk 173, 398,

2 Wood 181, 186, 226,

7 303,

The last fee is not taken after the
first, this is impossible, the
last fee is a mere nullity

Bond 250, 251,

7 416, 10 Wood 424

3 By C & his heirs may ^{create} a fee
remains after a ~~fee~~ chattel
with personal property.
"Then to C for life remain to B
for ^{life} years, this is void at C & B

2 Blk 174, 2 Wood 238, 9

8 p. 95

because the life is later absorbed
the chattel interest

And rendering an infinitum

2 Bln 398, 176

7304, 8604 96

10 Bln 1, 10604 25

The nature of E & Pms are different
the latter may be barred by fine
or recovery - because a contin-
gent resid is dependent on a
prior limitation & must be
destroyed when the prior estate
is barred

2 Bln 173, 7306, 314,

E 7593, 2 Wood 227,

10 Bln 57,

As an E & can't be barred, it is
limited to take effect with-
in a certain time, else there
might be a perpetuity, i.e.
an estate unobscurable

Yard & might be limited
to take effect 5000 acres, would
be a perpetuity, this is not
the case with regard for the
joint tenant may have the
reversion by fine &c. & then alive
noble

7314, 315, 2 Blk 1734,
12 Mod 289, 2 Wood 230
Salk 229

This limitation is, within
a life or lives in being, 21 years
after & a fraction of a year

~~The first limitation is that
after children may be provided
for, the second for~~

7314, 320, 356, Tall 220
79 Put 100, 595, Young
590,

and if the contingency may
possibly happen beyond this
limitation, the devise is void
at initio, thus a devise to the
unborn son of the unborn
son of A is void

4714, 320, 355, 8

1 Wils 207, 2 Bk 172,

This creates no more particu-
larity than the law allows of, for
one can't live and till he is 21 years old
"He then lives", is when the
estate takes effect within 21
year & 9 months after the
last devisee, ^{die} But some rule
is incorrect

2 Bk 172, 5, 1 Sid 451,

Shin 341, 7 Wms, 355, 6,

3rd Wms 282, 7 Wms 282,

102, 2 P Wms 421, 2 Wms 230

2 Bk Chan 30, 4 Bk Pulcr

1 New Rep 361, 395

There are many distinctions on
the subject,
Pon D 320-336,

An E D to take effect after a
general failure of one spec or
will, is void, as an E D, for his
too remote, than if to & 8
his will forever & if he die &
without
the will & to 8, is void.

The words as if "he die without
spec", mean if at any time
after his death his "spec" has
come extinct, then this is void in
E D, for his too remote
Pon D 426, 435, 432
341, 2, Wood 2, 4213,
241, Talbot 2, 68,

and it seems for some other
word for limitation as "at
the time of his death", to make
the devise good

Term 352, Salk 225, 1 Wils 207,
Pond 251 —, 3 Port 140, 7 Dist 322,
39 Port 145, Pon. 243, Salk 232,
420, 170, 7 Port 270, Cooper 232,

In bon it has been decided that
the words, "if he die without issue",
was good, ~~to~~ for the words are
to be taken in their vulgar sense,
but Justice says this would be
altered if the case should again
arise

Any limitation in either deed
or devise, creating a perpetuity
is void — no limitation
beyond the children of a person
in fee is good

439 12, 2 Port 251,
3 Burr 1632, 16 Wm 332

Sometimes it will give as much
of the estate as it can

2 Port 248, 254

When an estate is devised over
 on a contingency, or runs after
 a prior estate in the same effect as
 a contingency, if the contingency
 never happens, the last word or
 limitation shall be absolute.

And

Salk. 229, 7103, 1 7 Rep.
 470, 478, 19093, 1 W Blk
 301, 103 & P. 256.

So if A devises *Fin tail*, run to B
 & the particular dies before the
 testator, still B shall take when
 the testator dies. *Gray 323, Plowd 340*
 for the word about
 rest on the particular 7 Rep. 322, 6 Ell.
 estate 422.

But if the preceding estate is
 void be through the reversion
 upon the contingency, the word
 is too, for this is more reversion.

2 7 Rep. 251 2 W Blk
 302, 1 Vera 132, 741, 18,

So when the subsequent estate
is made to depend on a prior
one & this prior one fails, the
subsequent fails

27 Nov 250

Do the remainder are divisible descendible
capignable, i.e. the remainder
man may do this while the
prior estate continues, as if he re-
sents a grant the vested remainder
ally is to now vested, & remain
are capignable only in Chancery
for they are not owed in present
tr, a Co remainder will descend, but
can't in law be capignable, for
than is a contract, but a
deed of Co remainder is in law evidence
of an agreement to keep the
thing, in Chancery — at
noted proprietorship is not from
for all ^{in equity} but a proprietorship

with an interest, is clothed
with an interest may be

— 7 206, 291, 439, 440

1st Dec 30, 2 9 Dec 248,

3rd 9 Dec 93, 488, Bond 234, 234,
497,

When such a contingent interest
descends, it goes to him that
was heir at the time the contin-
gency happened,

1st 208, 9, 2 7th 29, 7228,

2nd 213, 249,

an E or C Bond can be granted in
Law, but can in Eq—

2 7th 107, 212, 160 &

152, Bond 432, 2 Dec 290

But a C Bond & E of freehold, may
be passed by fine & nothing can
be carried by fine unless it be a
freehold

2 7th 106, 7, 212, 238,

87 593, 4310, 313,

Events happening before the
testator's death may change the
B Fund into an E D, and where the
canon is laid out before the
decease, now his exec if the
word of purchase will take an
E D, but the contingency must
take place before the Testator's
death.

Long 470, 475 note on Very 248
249

If the first limitation is an E D,
all subsequent to it must be
so, and where the first becomes
vested in possession the others
do in interest, but this rule is
too general.

28
Estates in Reversion

An estate in reversion is what remains in the grantor after the determination of the prior estate

2 Blk 175, 2 Wood 172

This reversion vests in the grantor by operation of law without any reservation

2 Blk 175, 2 Wood 172

A reversion can be created only by act of the parties, not so with reversion

2 Wood 173, 2 Blk 175

Just as a reversion as well as a remainder may be transferred, for an present interest to be imposed in future, it is come as a present

form as a present

That a contingent reversionary interest can be transferred
For the grantor has no certain
fixed future interest to be enjoyed

2 Blk 109.

If one grants away with reversion
to himself, this is no reversion, but a
reversion, no man can grant
to himself, & never has got out
of himself 2 Blk 176, 2 Wood 183,
3 Levin. 406, 3 S. & L. 321

If one grants away with reversion
to another, there is no reversion, this is a reversion,
can be created by a limitation as
to a third person —

2 Blk 176.

When rent is reserved in a lease
that rent is incident to the

reversion is it follows it

1 Inst 143. 2 Blk 174, 156.

But it is not necessarily
incident to the reversion, if there
are proper words to separate them

2 Blk 156, 1 Inst 151, 2,

A reversionary interest may be
granted by the word and as when
the grantor has no other interest
in the land described

2 Mod 174, 11 Co 102

A freehold estate in possession
might be conveyed without writing
but this was not the case with
a reversionary interest as here
could as no livery of seisin, was
version for years might be conveyed as
no livery of seisin was necessary

2 Mod 174. 1 Inst 151, 2

Pertin sent 6, 1 Blk 125

But a Feine of a feutold reversion
is good without attornment

2 Wood 174 mtd, Perh
Sect 507

a try part of the reversion may be
granted away, as a particular estate

2 Wood 174, 51

And there may be a reversion of a
chattel interest as well as of a fee

3 Levis 154, 51 2 Wood 175,

An estate tail does not exhaust the
whole fee, so there is after this
estate always a reversion, but the
so remote the Law don't regard it
as of any value whatever, not
only because there may be issue, but
because the estate may be disinherited
by the tenant in tail, & the rever-
sion is not opate, not procurts

Donell 443, 3 O'Nm 235-

7
Where a greater and smaller
estates meet in the same person
without an intervening estate
the smaller is merged in the
greater

2 Blk 177, 3. 6 Blk 302.

3 Levin 437.

But both estates must meet in the
same right in the same person,
in the right of executor will not
avail, as a right acquired by marrying
the woman who has the reversion
will not avail, for then the wife
might be injured

Plain 418, 2 Blk 177,

1 Inst 338, 6 J 275

Of this rule there is an exception
when a fee comes to one who
has an estate tail, there is no merge,
there can be no surrender of
the tenant in tail as the children

an interest, and there can be no
merger when there cannot be
a vertical surrender of the title
estate and if there is a merger the
children might be prejudiced

2 Bohn 61, 8 Ditts 74,

6 Brev 304, 2 Bln 177

Little ten 1 cell

All property is obtained by Descent
or Purchase

There are five different ways by
which land is obtained by purchase
or the four first methods viz

20th 241 258, 263, 267

On alienation generally Voluntary

This is the most general way of
obtaining property, and the word
alienation means every mode of
conveying property by the mutual
consent of the parties

20th 287

During the feudal system no
man could ^{not} alienate lands or
divide them on any way subject
other without consent of his

Lord & his son were not lost
together

1 m. t 94 1 B. l. 287, 57,

205

And so the Lord could not alienate
without the consent of his Vassal, for
this rule or duty should be reciprocal

2 B. l. 288

And during the reign of William I
his son, no man however could be
alienated, & Lord & Vassal together
1 B. l. 289

The feudal restrictions have been
mostly abolished

2 B. l. 289

By the Statute of all things military
tenures were converted all into
free & common socage

46 Edw. 1. 1.

The power of charging the land of
the vassal was given in Edward 1

2 B. l. 289, 2 B. l. 289, 2 B. l. 289

writing, & making more the deed, but
it must be admitted to have effect

1 Inst 171, 2 Blk 295, 1 Inst
386

Every man is estopped by his own deed
from its recantment, & by estoppel is meant
that no man shall prove anything
in contradiction to it.

2 Blk 295, Plowd 434

3 Blk 308

Thus hence if it makes a lease
tho he had not the land at the time
but afterwards obtained it, he can't
deny he had not the land then
unless for the lease contains a
covenant of right to make the
lease

3 Blk 290, 3 Inst 438, 441,

1 L Ray 129, 3 Inst 371,

2 Inst 171.

But matter of estoppel is not con-
clusive evidence tho it is good, when
the estoppel is not pleaded but
relied on as evidence

West 340, 305

For the estoppel ^{as a defense} is waived unless
insisted on in plea as much —

But a quiet claim deed is notes-
topel, for the relisor don't assert
he has a title, and if the Relisor
afterwards bought the title, he
may plead he had not then
when the deed was made

17 Inst 265. Little 1245

390 Rep 370,

And as a major catit in suit b-
mge for he had no title at the
time of the mortgage

17 Rep 780, note,

The sever seper cant deny the separ
title, this is Eng & Com law
1 Root 77.

In Eng if the lease is by indenture,
the seper cant deny the separ title
when sued for rent or in debt, but
sued if the deed is by sole i.e. if
the deed is the separ act only, only
a nom deed can be his estopple

Let Let 58, 1 Inst 240 B, 3 Lev 140,
Esp Lig 233, 300, 7 7 Mod 537.

A deed sole is one executed by one
of the parties, a deed by indenture
is one executed by all the parties

Let Let 320 - 322, 1 Inst
220^a, note 1, 2 Blk 295, 6,
Pin ch 110, 5 7 Mod 265,
P Quid notes 5 7 Mod 305
Salk 287.

15
The Necessities of a Deed

1st
The parties must be able to
contract for the thing & ^{the} thing
to be contracted for, hence there
must be a grantee, grantor &
& a subject

1st 35, 2 Blk 295.

If a thing is to be granted all in-
terests in the thing must join in
the deed

2, 6 & 13, 14, 60th 56

So all who are to take any thing
but a remainder should be parties.

1st 231, 2 62 14,

It is a general rule that all persons not
under legal disability may con-
vey
2 Blk. 290

In Eng, one a ^{pro}position can't
coming to a ^{pro}position out of ^{pro}position
for ^{pro}position ^{pro}position ^{pro}position
as in the 16th, but in Con
this is by 4, and is the moral in Con.

St of Con 446. 1 Nov 100

199, 402, Thirty 226

But a ^{pro}position is one out of ^{pro}position
to one in is not prohibited
or 6th in Con by 5, for no injury
here arises

1 Nov 212

But then the ^{pro}position must be
out of ^{pro}position to an adverse pro
position else in Eng & in Con, the ^{pro}position
too important to the ^{pro}position out
of ^{pro}position the law concern
states only adverse pro
position.

20th 292, 1 Nov

199,

So in Con when one ^{pro}position is another

land claiming annex the owner
the real owner may convey,
for the owner is in real possession
by his agent, here is no dispute
about the title, no more.

1 Swift 300

Le is bon, the St aout return to
sales by the State, for here is no
danger of maintenance

Thirly 221, 489,

do a sale by E or a determination
under order from Probate is not
within the St. for the St must
be obeyed

1 Root 489, 100 the court case
is overruled

The common rule holds, where goods
are sold by order of Chanc

1 Root 491

do a sale by a tax gatherer, is not
within the St when he sells to raise

the case

18 Nov 5 491,

The major whose title is denied. An
major in possession may sell his
property & redemption

2 Nov 499 The case is reversed

18 Nov 499 he is incorrect

Compromises by Import are voidable not
void. Idiot & Lunatic their deeds

are void sub modo, for they can't at

all stultify themselves, — for how
can't they know what they did at

that time? Well the Idiot & Lunatic can if
there are or in other cases witnessed

2 Blk 291. 6 Ellis 395.

Let Rec 405. 4 Coke 123.

Jenkin 20, 1 Blk 40 —

1 Inst 247 = 2 Ellis nature

Cur 102, Com 409

2 Blk 1104,

But the thing could avoid the deed
at death during the Idiot's life

etc

Private
deeds,
I mean

His said
is said—

Don't think
resented

if he ^{made} ~~may~~ ^{see}

8 Cote
Let out 4

been
his
may
it

you can
his repe
my own
at net 24

an

late
and on
con

if you
avoided
the

the col

the son
large in
country

be upon
vols—

are vol

Class of

can't be

'ticut

there are

Post the

at's de

A thing void is as if it never had been
but a thing voidable, is good till it is
legally avoided, in one case one may
be a trespasser & in the other not

Of voidable and no advantage can
be taken but by the person or his rep-
resentation, but a void act any one
may take advantage of

124, 125 Det 123, Perk not 24

Chlis 187.

In law it has been decided a man
might steal himself

Has on coming from a state
and after recovering his mind
ing, ratifies the cont, his mind cont
act it wide

1100 2, 2100 2

That is he dies without ratifying or
renewing so his mind
containing - his mind is avoided

Same a Liberator

If a deed is made and by deed it
is only voidable & the man may
affirm or avoid no matter whether
he is grantor or grantee - always
the other man is bound

56 Chas 119

By Chas all persons may be grantees

The grant to a married woman is
void, but her purchases is only void
able by 12 Geo 2, 12 Geo 3, 12 Geo 4

12 Geo 2, 12 Geo 3, 12 Geo 4

etc. etc. a purchase but still
voidable when office found

12 Geo 2, 12 Geo 3, 12 Geo 4

etc. alien friend may have a lease
for years of a house for his residence

2 B. & C. 293

There are rules of the B. & C.

3
In Con an alien can hold or purchase without leave from the legislature. H of Con 250, 1 Smith 299

There is an exception for those British who owned land previous to the revolution.

Those matters aliened by Congress are not aliens, & the State does not extend to them.

The alienation in most main is to any corporation

10th 479, 2 Tit 256,

4 Cruss 23,

In Con there is no such prohibition, hence many corporations here can purchase lands & by State all lands are sold for a public or charitable purpose that State can alien, but is ended by long leases which are good

St of Con 433,

2th

The consideration of a Feed

Every deed must have a good con-
sideration

2 Blk 296, 2 Blk 330, 2 Blk 4.

327, 330, 2 Blk 449, 2 Blk 298

The consideration may be good or val-
uable

2 Blk 330, 338, 4 Blk 21

The law of Mis was never adopted
in Cal

A good consideration is that of
a kind of blood - the kindred
does not there is no consideration

A valuable consideration is pecu-
nary, & marriage is a valuable con-
sideration

2 Blk 297, 2 Blk, 3 Blk 39^e

82, 1 Blk. 61507, 1 Blk 337

4 Blk 24,
7

A consideration is good if
against creditor or bona fide pur-
chaser, or, as it is in the
performance of duty.

20 Blk 294, 9 East 59

The cons is put in the deed con-
sidered by the creditor or his repre-
sentatives for the ^{are} estoppel

1000 Ct 340, 20 Blk 295,

PLD 434, 46 Ch 40

But the creditor may implead it
by the consideration, a man
may show a partial that a consid-
eration is illegal

20 Wils 144

The stranger or creditor may
deny the consideration, they are not
estopped

and ^{and} if ^{the} ^{is} ⁱⁿ ^a ^{case} ^{of} ^{good} ^{considera-}
tion, is considered as a ^{proving}
no consideration for how can the
estoppel of the consideration

whether it is voluntary or good or
valuable

1 Boke 170, Hob 151

2 Boke 11, c 6 Eliz 394,

But in such a case the greater
may prove by parol the considera-
tion, as that loses money &c

1 Boke 170^a 2 Det 40, 7 Det 39^a

5 Det 26^a 48 Det 98,

So when the consideration is in parol
parol may be adduced to prove there
was an additional one

1 Boke 170, 7 Det 39^a

Assume it would seem if there is
no consideration men trans, it
may be proved by parol, for here is
no contradiction

2 Boke 46^a

If the deed is to a married it im-
ports a good consideration, this
would appear on the deed

4
760be 39th, 10th Dec^r 183th 1st Dec^r 183th 68

That is such a case if a specific con-
sideration is expressed another can't
be implied, tho it may be proven

760be 39th 1st Dec^r 183th 160be 97th

A tract, located, & sold in the day
of the receipt of a consideration, is
not conclusive against the grantor
only presumptive. This has been
decided in our 6th

10th Dec^r 1479, 2nd Dec^r 99,

3rd
A deed must be written or print-
ed on parchment or paper —
no matter what characters or
language.

1st Dec^r 229th 4th Dec^r 297

4th Dec^r 225

9.
Formerly writing was not necessary
for a conveyance of land — was
always for a deed

It is by it an interest in real
property for more than three
years not written is a loss for
ever

2 Bk 311 - 313, 291, 305

1 Bacon 72, Polson 72, 40 -

in the deed must be written before
the sealing and delivery, this is
not the case with simple contracts
because the deed takes effect from
its delivery - other notes may be
given out

Shew 54, Park 118

46 Dig 20

4th The judge & matters must be
legally set forth

The order is not regarded

1 Inst 5, 225. 2 Bk 297, 8,

46 Dig 63

of the different parts of the deed are
correct

1st the Premises, this contains
the name of the parties, the sub-
ject, the consideration, the ex-
ceptions if there are any, this
includes all that precedes the
habendum —

2nd 29, 40 Dig 33.

The omission of the grantor's name
in the premises is nothing if it is
in the habendum, where form
words not make it, and in such a
case a wrong name in the prem-
ises is more superfluous, as the
right name is after used
& the deed is delivered

3 East 115, 1 Inst 7, Shute

75, 40 Dig 119,

And where the grantor's name is
omitted but after used, his goods

Salk 346, 10c 1 ac 40, 40 Dig 419

So also when a grant was made to
a man not ~~per~~rightly named but
rightly described & if the deed is deliv-
ered which may be proved by Parol

60 Hen. 6th 3rd, 46 Dig. 34

And a clerical mistake will
not destroy an estate but the con-
struction can't be proved by Parol
in all cases - ~~it~~ mistake in a
name or a figure may be pleaded

42 Hen. 6th 10th

As to the wife's get is good
description & so if in this case
the wrong name of the wife is
used, the wife's get is good, but I suppose
the deed is delivered to her

1 Inst. 34, 46 Dig. 34

But even a grant to one by name
or christen name only is void
from uncertainty - & thus the
there has been a delivery to one

In the above cases a delivery would
help out, in those cases there was
a short description, but in this
case there is none, no distinction
at all

And a name by reputation is a
sufficient description

1st Inst 30

A grant may be described with-
out of either of his name, thus to
the eldest child of John Miles

For an authority

The source Spec. of such one, is a good
description - those who were alive
at the time of the grant, will take

1st Inst 28, ^{ca} 46 Dig 85,

2nd ^{ly} The habendum & concedum.

These are put together, The office of
the habendum is to designate the
quantity of interest

20th 298. 46th 467.

And the quantity of interest is as-
sessed in the premises, it may
be qualified by the habendum

1 Inst 21. 2 Roll 19. 23

6th 476. 20th 298

And so the premise explain the ha-
bendum of well as a converse

20th 298. 6th 476.

2 Roll 19. 23. 3 Bohn 184.

1 Inst 21. note 2. 183. 299.

M. n. 26. 46th 144.

As general a general ali in
the descrip time grant, may be res-
trained by the habendum

6th 476.

Yet if the habendum is totally
repegnant to the premises, makes
the grant void, The first said is good
& the last will

2 Bohn 23. 8th 56.

Plowd 153. 20th 298

The tenendum is mere matter of form
now — 2 Blk 299, 4 Edg 9, 44.

The redendum expresses the term of
the grant as 50 dollars rent

2 Blk 299, 3d Ed 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Sho. 1 Home 80.

Paying such a sum in a lease
is a covenant in the lease

The condition of a deed is the next part

The warranty is the next part

The warranty is the warranty to the
grantee & if the grantee is evicted,
the grantor must give other land of
equal value. The caveating is the
calling of the grantor to defend his
title

1 Inst 365, 2 Blk 300.

A warranty may be express or implied

implied

2 Blk 300, 4 Edg 49, 5.

In modern practice warrants
have been superseded by ^{and} covenants

The next part is the covenants
which are agreements by which the
part covenant to each other and
they may be very various

Plowd 134, 2 Blk 304

46 Dig 64.

The usual covenants in a con deed
are two, 1st that the grantor is seised
and may grant & to defend the title

The difference between a warranty
& covenant is that a warranty binds
the grantor & as to may as his heir to
give a substitute if the grantee is evicted
it never binds the Co or He

But by covenant — the grantee is
entitled to damages only — the heir
is not bound — but Co & He are

1 Ver 11, 1 Inst 778^o, 20 HK 212,

4 Brink 49, 59, 60

if the land sold is described by bound,
and it answers the description the
there is not so much land, still
the grantor is not bound by his
covenant

The description by boundaries, will
govern, unless by provided against

1 Root 28, 2 Del 452, 1 Story 365

For in other cases the quantity is merely
presumed

The same rule holds if there be a
reference to another deed or writing
the description in this deed is before
the estimated quantity

2 Root 452

Sometimes the description is by
mowings, & sometimes by
lines & if they differ the moni-
ment will govern for this is
more certain — see whether
whether the line is less or greater
than the measurement

But if the description is by quantity only, if the quantity falls short the Grantor is liable on the covenant for the deficiency.

Swift 305

That is different if the words more or less are inserted, for these are words of estimation.

Swift 305

And to you to introduce these words where the description is by quantity, but not where the description is by metes & bounds.

The last part is the conclusion.

to the date & 2 Blk 304.

The date is strictly no part of the deed itself, but merely a memorandum of the execution of the deed & ancient & deeds contained no date. We now do not insert any, but the

but to introduce it insert the date
the the time of execution may be proved
by parol
2 J. W. 337, 46 Dig 93,

1 Wm + 6th —

And when the date is inserted, it
is only prima facie evidence of the
time of execution & it may be denied
by parol — & the date of a ^{deed} ~~deed~~
may be proved by parol

1 Wm + 40, Dyce 28, Salk 462, 3.

The date of a deed or bond can't be
any part of the contract since it
may be made out by parol —

If there are two deeds of the same
date between the same parties
& for the same purpose — the
deed that best supports the in-
tention of the parties, shall be
presumed to be first

1 Burr 1067, 46 Dig 32

If the party, which is to read or
have read his deed, & it is refused
to no good end — if it is, but
be done under night, the law
lies at his peril — on any day
the execution of moral —

2 Blk 304, 4 Edg 27,

Moore 184.

For more confuses, his deed he is
allowed — but by moral he may
deny his execution —

2 Blk 304, 4 Edg 27, 4 Blk 304.

For more to know his deed read
it must, but if he don't wish it
& executes he can't plead non est
factum 2 Blk 9th Moore 184,

And if the deed is falsely read
unless by his own collusion, it
is void at least as far as there is
misunderstanding, which will

7th

generally cover the whole

26th reg 446 Dig 22 2 Bth 304

localing digging are necessary
to a deed - the one by 62 the other
by 55

2 Bth 305, 6, 2 Feb 40

Intuitively digging was not
necessary - indeed most could not
digging. But each one had his own
seal - but a seal now does no good
they are all alike

2 Bth 306, Corn Dig 1st
fact B1.

In Con
digging is necessary by a special
55

St of Con 653.

One may appoint another to
execute a deed for him, but it
must be executed in the presence
of his name. Sts 705, 2 East 142

660 Ch 30 L. 6 of Sep 1778. L. May 14, 181

If the attorney executes the deed but
not in the name of the principal he
the attorney is bound for this is a
matter of law as appears on the
deed a question of construction &
content explained by parol

6 Ch 100 B. 7 of C. 24, 25, 50, 75

St 705, 955, 960 Ch 75, 1 97 Ch 181

But the attorney could bind his
principal nor one partner his
co-partner, by deed unless they receive
their authority by deed - this is
not the case with non-ple contracts

1 Inst 32, 47 Ch 204

Com Dig tit attorney 811,

47 Ch 204 L. 213.

The reason of this rule is, as no man
can bind himself by deed without
sealing & signing the deed he cannot

authorise another to do it for him
without the same solemnity, else
he makes a deed without any so-
lemnity. But this would condemn
the absence of the other,
for if the promisor or partner
is present, then his actual
deed is sealing.

4th Feb 318.

For supposer - a man contemplates a
deed - he contemplates a deed, if his
presence would be a substituted ^{not}

If several are mentioned as grantors
if only one seals & for himself
only, his only his deed

That tenth story 31.5 & 6th 318.

The next requisite is that I
must ^{be} delivered

Every deed the complete must be
delivered

23rd Feb 306.7

Every deed takes effect from the de-
liverer & shall only

2 Bth 307, 2 Bth 4

Shut tomb stone 58, 22

Plod 491

If a deed is done and made during
minority but is made after full
age & delivery, the volun

Sh 1572

Since the witness person seals the
deed, yet if the grantor delivers, the
volun for he adopts the seal as
his own —

2 Bth 307, Perth set 100

4 Bth 28.

Particular deed is delivered before it is
sealed is not good as a deed

Sh 1578

The act of delivery may, effectual
without any words used by the
grantor, & as words may be effec-
tual without any act

A physical transfer is not necessary — there is your deed ^{it} is sufficient. "Shep 2^d 58, 96, 103.

Lit. Lit. 136, 49, 1st Inst 30^a
note 6, 6 Elis. 122, 356,
46 Dig. 28.

If while the deed is in the presence of the parties, & the grantee takes it from the table without a word said by Grantor, this is delivery unless it was placed there for that purpose. Generally this inference would be correct, tho it must be proved.

Shep 58 note 6, 1 Leon. 144,
Comm Dig. tit. 1st Inst^{ca},

The deed may be delivered to the grantee himself — his appoint agent or to a third person for the use of the grantee.

That gen. it must by the attorney
be delivered over to the grantee

Sh. 11 54, 3, Perk. 207
Lyn 167,

I did not believe to have effect
more than once - but if the first
delivery is void (not voidable) then
the second is good

Sh. 60, Perk 154, 3 Burr
1805, Ropes 204, 46 Dig. 20,
24, 29.

If the first delivery is strictly void
the second is void, thus a farmer cov-
ers a deed, & after coverture
delivers it again, the last delivery is
good -

And a deed become void by a post-
script, or loss of the seal, is rendered
good by a Sh. 60 second sealing

But as where an infant delivers
a deed, not void, a second delivery

after age is void - So a man out
of deep delivers again this is void
for when the first delivery has any
effect, the second is void -
Perk set 154, Plak 60

Piners also test fast to

2 B Dig 29

In ^{of voidable deeds} there cases the second delivery
the void as a deed, serves to corroborate
or at the first delivery for such
a deed is good till annulled, but if
void at first it can't be ratified
and this second delivery is the
commencement of the deed to
be void again

+ Delivery may be absolute or conditional
When the deed is delivered
to the grantee or to some one to
deliver to him without any con-
dition, it's absolute

2 Bk 304, 1 Inst 36a

When the deed is given to a third
person to deliver over on the happening
of a certain contingency, the con-
escrow and is called conditional
delivery to the grantee him-
self can be an escrow - because
the grantor could not aver that
this was an escrow he would be
estopped.

Shutts 59, 960th 139,

1 Inst 436^a note 3, & Ellis 520

584, contra & Ellis - More

697 + 1020^{at} 87

A bond in bond or a note delivered
over to the arbitrators, to be given to
the prevailing party is an escrow

If a grantor when he delivers to the
third person in these words I deli-
ver this as my deed to be deliv-
ered over &c. it is absolute, not an escrow

Shutts 59, 1 Inst 350^a

960th 139^a, & Dig. tit 74th 3

19th

Gould thinks this is an improper position, tho' in law

When a deed is delivered as an escrow
till of no force till the condition is
performed & that the third man
delivers it up to the grantee - all
this may be proved by parol

Shap 59, 4th Dig 29, 30.

But when the conditioned is per-
formed & is delivered over, it is no
longer an escrow but now a deed.

And if the depositary refuses to
give up his escrow, when the con-
dition is performed, the grantee
has a good deed by relation ship

But whether tis more than a
legal Shap 59. & Coke 84, & one is doubt-
ful

The deed takes effect from the hope
of the contingency but
Gould generally, it takes effect from

The second delivery, there is no
such thing as relation ^{ship} to the
first delivery 3 Coe 155 L. 30, a, 1st 84, a

This is the ordinary rule, tho there
are cases of necessity, where the title
vests from relationships to the first
delivery

Any case of necessity is meant where
there could be no title at the second
delivery, then it vests from the first
delivery or where a second delivery
once a deed is a depository & then
carried, during coverture, the
depository & living over to the grantor
3 Coe 155, a, 1st 84, a

6 Elis 447,

But where there is no such ne-
cessity, the deed vests from the second
delivery 3 Coe 155, a, 1st 84, a, 1st 84, a

6 Elis 447,

And if one delivers an escrow &
then dies, & when the condition

is performed the escrow is deli-
vered over to the grantee, the
deed vests from the first delivery

3 Coke 35, 8 Elin 445

And in such cases of non delivery
where the grantor is disabled
at the time of the second delivery
the title will vest from the
nonpayment of the condition
whether the Deponenty delivery
over or not. Here the title
vest from relation back, the delivery
to the grantee is nothing
Hence if one delivers an escrow
to be delivered at the time of his
death, still from necessity it
must vest from the first deli-
very, for now the grantor
is ~~now dead~~

10 Root 100, 2d St 383

5 Coke 84

So also if one of a sound mind makes
a feoffment or deed to an attorney
to make livery of seisin upon it
& the inclosure, non consummation
tis, & the second feoffment or seisin
is made ~~also~~ during this time
it vests from the first delivery or
first feoffment — he begins it
himself. C. Eldon 44, 45, 46, 47, 48,

note!

And generally this doctrine as
to rebellion, is good only where
the second act or delivery is con-
summating, & not an original
act for in the last case to what is
the relation? — There must
be an imbecate conveyance to
be finished — as mere acts that
is nothing, this fails with the
grant or a power of attorney this
not being imbecate

20th

Let last sent 66, 100000 till sent 22
 Perks or 7188, 1st Inst 5th, Shaks 22,
 If the assimilation of the assimilation
 of relation will defeat the assimilation,
 there shall be no relation, the
 second ~~effect~~ delivery shall give
 effect — The one disposed makes
 a grant to one out of proprietion, to
 be delivered to the grantee on the
 happening of a contingency, here
 if the grantee is in proprietion at
 the time of the second delivery,
 there can be no relation, for
 there could be no involvement
 at the time of the first delivery
 it was then void or neither
 were in proprietion

§ Ellis 1447, 3 Bobs 05th 1st Inst 48th
 Shaks 59, 3 Bobs 215

But this last rule cont. the 2^d
 ratio to the disadvantage of

one under any incapacity at
the time of the first delivery, for
if the depositor were to deprive
the donee of his privileges as
yet a valid addition to the dispositive
& 1st. I believe, after it is an adult
to the donee, he then has the infant
in his power, by the act of the in-
fant entered, he loses an infant.

3 Coke 30, 30^a, 66 Hues 103,

67 1011,

And when a deed takes effect by
relation, it never effects collat-
eral acts by that relation, thus
a release from the grantee to the
grantor while the deed is an en-
crow, will not release the grant
the relation to the relation to the release
3 Coke 30^a, 114^a, 73^a,

9th & the retroactive effect is
one to vest the title, & not a co-
lateral act.

So the retroactive effect will not
make any sense in this paper, from
the relation, then the grantor & his
representatives will not be liable;
the person remaining in possession
the reason of this rule is, that
a fiction of law should operate
to one consolidate possession -

Given to the formation
Wm. Hall, 3 Feb 49^a
26 W. 1 Post 150,

who I didⁱⁿ deliver as an escrow, to
considered as good till the gran-
tor disports, tho he knew nothing
of it at the time, so every man is pre-
sumed to consent to what is ^{2 Post 46} in his manifest
And if the grantor refuses to
escrow from the depository man
he can't after obtain it, the offer
the grantor is at an end - else he
will over bind the grantor

and if ^{after} he delivers it without
gratious consent, he is involun
5 Coke 119, 3 Coke 264
this bond is not void
Jact 10 261, Shep 60
6 Eliz. 54,

The last requisite is the attest
tation at law, i.e. the execution
in the presence of witnesses who
are to attest

2 B 26 307.

This requisite is not indispensable
tho' it is common at law, the attes-
tation is no part of the essence of
the deed

4 C Dig 31, 2 B 26 307,

1 Inst 708, 2 B 26 307 &

Thus much of the requisites
at law

As soon to a deed or mortgage of real
property, there must be two wit-
nesses to subscribe

Statute 53

But it differs from the 6 Law to
some degree

Under our law, a deed on sale must
be acknowledged before an officer or
justice of the peace

St of Con. 651, 1 & 2 Sec 1 & 2.

Let our law requiring that the deed be
themselves, ^{that} the deed or not ^{should}
be recorded in the proper office & office
if it is not recorded it is binding
only against the grantor & his heirs
The recording must be in the office
of the town where the land lies

St of Con. 653, 4.

The recording is to give notice to
the public who owns the land, or
third persons - the record is consid-
ered as good from the date when
the deed is delivered to ^{the clerk} him, for he
has it - hence the title is good
against third persons from this
date

Thurs, 7th, 18th Oct 61,

The deed first received & noted is prior
to all others, & ^{in Conn} the same is not to be
if the executor has been diligent
to have the deed recorded, viz if the
prior grantee has left the deed
with the clerk or has within a
reasonable time, being the deed first
recorded is gone last 6th after there is
evidence, in Conn how 6th have taken the
18th Oct 388 500, 2nd Dec 239.

from 18th Sept 308
Power & Co

But if the prior grantee delays
unreasonably, a subsequent pur-
chaser or attaching creditor will
hold his recorded deed

18th Oct 388, 2nd Dec 288, 1st Sept 308

What is a reasonable time must
be determined by the peculiar cir-
cumstances of each case

18th Oct 309

And if the prior grantee has lodged
his deed but himself prevents its
full recording or subsequent re-
cording of another before the full
recording of the first, is void, the pre-
sumption is the first deed is not to be recorded
10 Root 61,

But if ~~it~~ this delay must be by
by the first grantee himself, & his
no inquiry in delay, the grantee
has done all he could

• 10 Root 61, 2, 504,
2 Root 239,

And as by our 8th a subsequent deed
recorded is before a prior one after
recorded if the first grantee is negligent
this the subsequent grantee, knows
of the first unrecorded deed
10 Root 61, 81

• We would doubt, if the profructs of
this rule, for the answering is only
to give notice, & the second number
or has practised a fraud, this case
may only be left to Chancery

1 Sumpt 309

"This rule is different in Eng. there
they will notice this information. —
The law in Eng is as to here, but there
they interfere here it don't, but you'd
think it would not here
1 Feb 23, 1857, 60

600, 712, 1 kg 1000

450, 2000, 200, 300

600, 2000, 300

A black book ~~received~~ received in due
for record ^{by} court deliver it back ~~and~~
without recording it fully, ^{as} at
his will — & if by the request of
both parties, still, or to all other
persons, ^{in the name} for such as the granted
his sole interest to a third
person

2000 85.

And as if the black book should con-
tain the due, ~~transferred~~ from
those who seek his book for
evidence, ^{his} will be at hazard

How deeds may be avoided

If the deed is deficient in ^{any of its} requisites,
it is void as a deed, tho it may be good
as an executory contract as the case
may be which it will enforce
2 Blk 308

It may be made void by rasure or
any proper & good matter in alter
of the like nature

2 Blk 315, 11 Co 100

But a rasure or an alteration made
~~after~~ before delivery & there is a custom
or assent made of it at the time
of execution, tho good as a deed

Sh 11 55, 4 B Dig 20, 2 Blk

But there need in law be no custom
or assent made of it

An alteration made by a rasure
after delivery destroys it ^{wholly} whether it
be in a part material or not it is

is void. The grantor must alter it
at all, not from any motives even to
the grantor's benefit.

11 Bohn 27^e, Jenk 234

2 Roll 29,

But if the alteration be made by
a stranger, this is no injury, unless it
be made on a material part
substantial part.

11 Bohn 27^e & Ellis 626

2 Brist 449, 2 Roll abt
29,

And in these cases where the deed is
destroyed by any part for to matter
the grantor may plead non est factum
5 Bohn 119, 11 Det 27^a.

If a stranger alters the material
part he is liable to grantor in the
case for all injury, he may sustain
Ellis 626

A deed may be made void by the dis-
agreement of those who made it, as

whose consent is necessary for its con-
tinuance

Phib. B. & B. 309

As by the judgment or decree of a Court.
An application to destroy a deed must
be made to the Court

D. Bon Bon 143 — 103, 2 B. 309

Deeds must be construed as near the
intention of the parties as law will
permit

1 B. 309, 1 B. 309, 1 B. 309

3 B. 135

The construction should be on the whole
instrument & not on an isolated
part. & it should be if possible^{so} that all
parts may be affected.

4 B. Dig. 410, 1 B. 309, 1 B. 309

Plowd 100, 61

The words must be taken most strongly
against the grantor & for the grantee, for
they are the grantor's words

Feb 878

If there are two classes repugnant
the first in deed (motion will) will
govern

Ship 88, 1 Vern 34, 1 Inst 299.

Words of general release where standing
alone they are to be taken as general
but if there is a preceding particular
release, they are confined to that rule
just as if of

Bar. 1st Release 4, 1st 74

1 Ben Cont 1390, 3 Lewis 269

When the words will bear two con-
structions one legal & one not. The
first is preferred

1 Inst 42^c, 483^c, 48 Dig 217

In always words repugnant to the
intention of the grant are to be re-
jected, for there will often be ^{two} ~~two~~ words

1st 116, 6 B P 8 351

When any subject is granted all the
means necessary to its accomplishment
are granted with it or enjoyment

2 Blk 80, 1st Inst 50,

So if trees are granted the right of
getting them is granted for what
else could the grantor mean, so if
a mine is granted, for what else
is it worth without digging

Sh. 89, 116 Ch 52nd

So if one grants his son his home &c
a grant of the principle carries
with it of course the incidents or
accidents without the words and
necessaries

Sh. 89, Lit. int 522, 229,

46 Ch 86, 2 Blk 174, 175,

So the grant of a mill carries with
it the waller - so a house all the
ways to it

Sh. 89

So a dead ^a form that won't take
effect, or at least in one other
form - as if of the same matter to
imply a perfectment, then operates
as a release

So a form is form. To a man is
a surrender only

And a form not for a form only, con-
sidered in the form, is a form
dead if with ^{monetary} regiment

Feb 49 to Feb 31, 60

600, 2, 100, 1, 100, 1, 100, 1

So a dead model is several where
only one owned, ^{that it} the premises, is the dead.
of that one only

Feb 1st 60, 1st 61, 2,

42 Feb 170, 1st 61, 61,

When the intention of the premises
can't be discovered still, the dead
is void

Feb 49, 48 Dig 49, 5,

There are cases where a deed is void in
part & not in ~~the~~

If a deed contains covenants law-
ful & some unlawful, the first
only are good & there are

11 Coke 27^e Shep 78

But if one of the covenants is
void by the law, all are void, but
if one only by the law, the rest are good

Because Statute construes strictly
& extends over the whole but the law
construes only the illegal part &
leaves the rest

2 Nels 350, Hale 14, 1 Oen Bon

199, 200,

If a deed contains two parts & one
only was read or read right to the
grantee, the other only is void

11 Coke 27^e, Shep 76.

But these rules of what is valid
§48 & has don't apply where the
covenants are dependent on each
other - here they must all be of
the same class: the lawfulness
wholly §49.

But if the covenants are independ-
ent & any after attack destroys
the whole, if in an immaterial
part of the grant or a material
by the stream - for a deed takes
effect as delivered

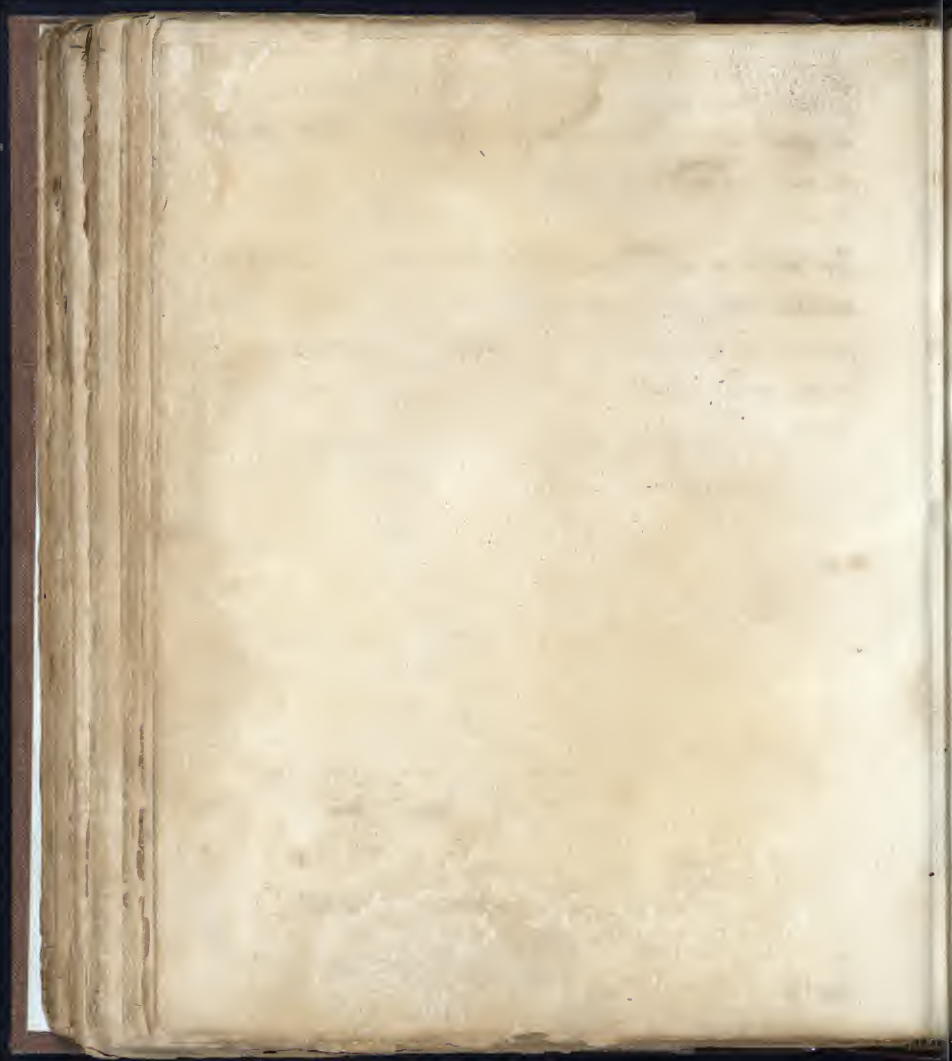
§41, 14 Coke 28^c

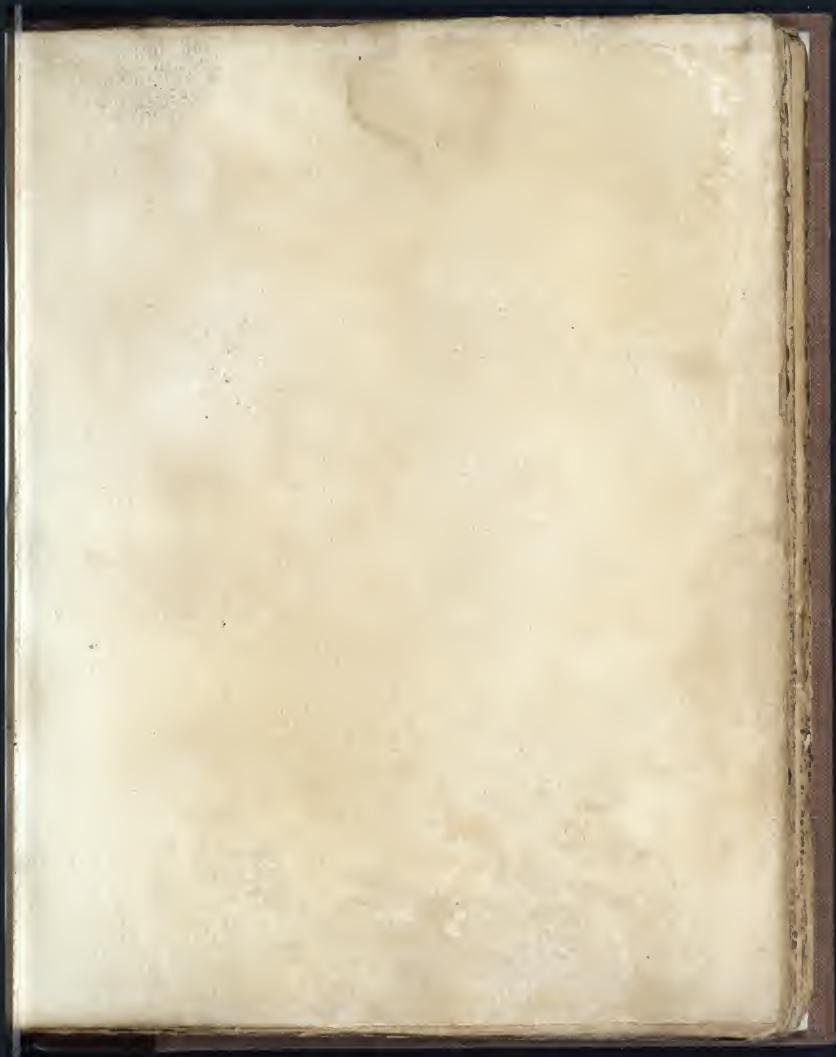
If two are jointly bound in a deed
(not severally) & the seal of one is
torn off, the whole is destroyed, for
in this joint case there is nothing
but a joint contract

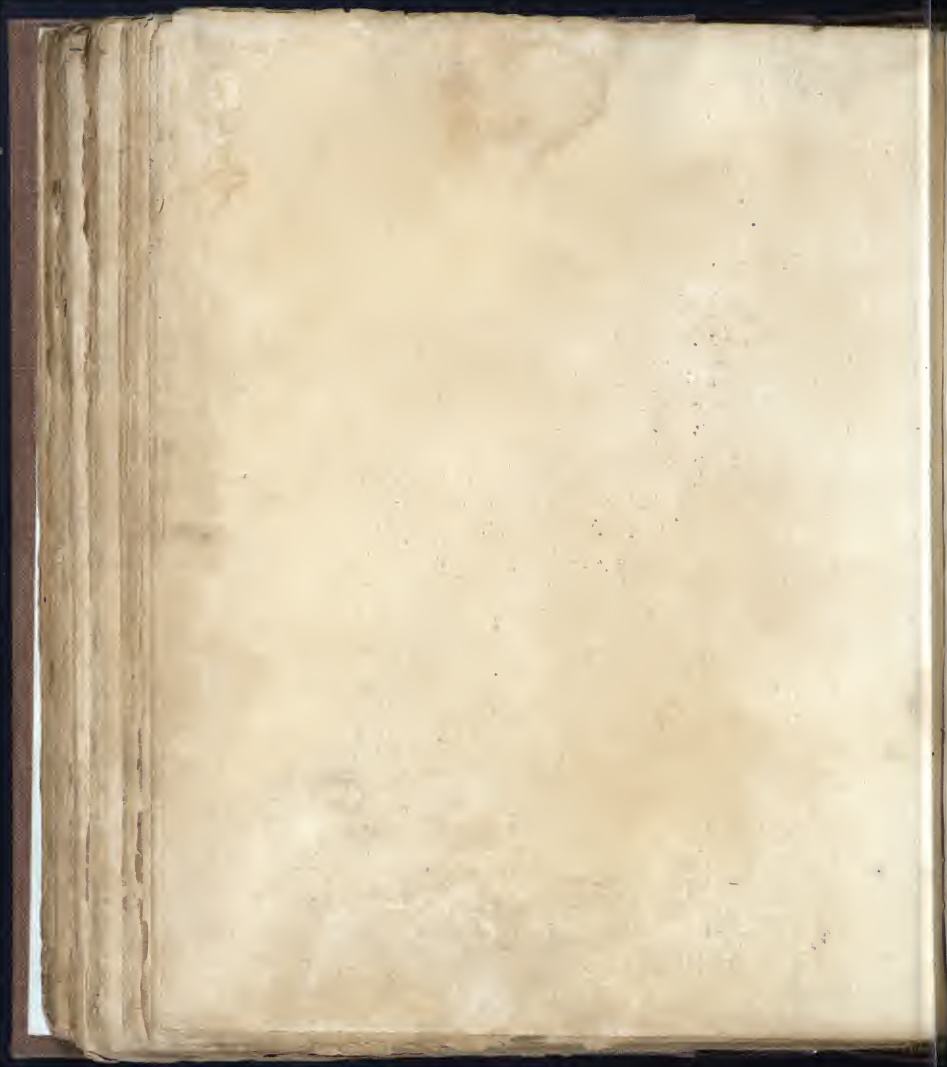
11 Coke 128, ²2 Bulst 248, 6 Ch 120, 506

If time comes on one person and one
is false, read, & both read - The first
or one read right is good

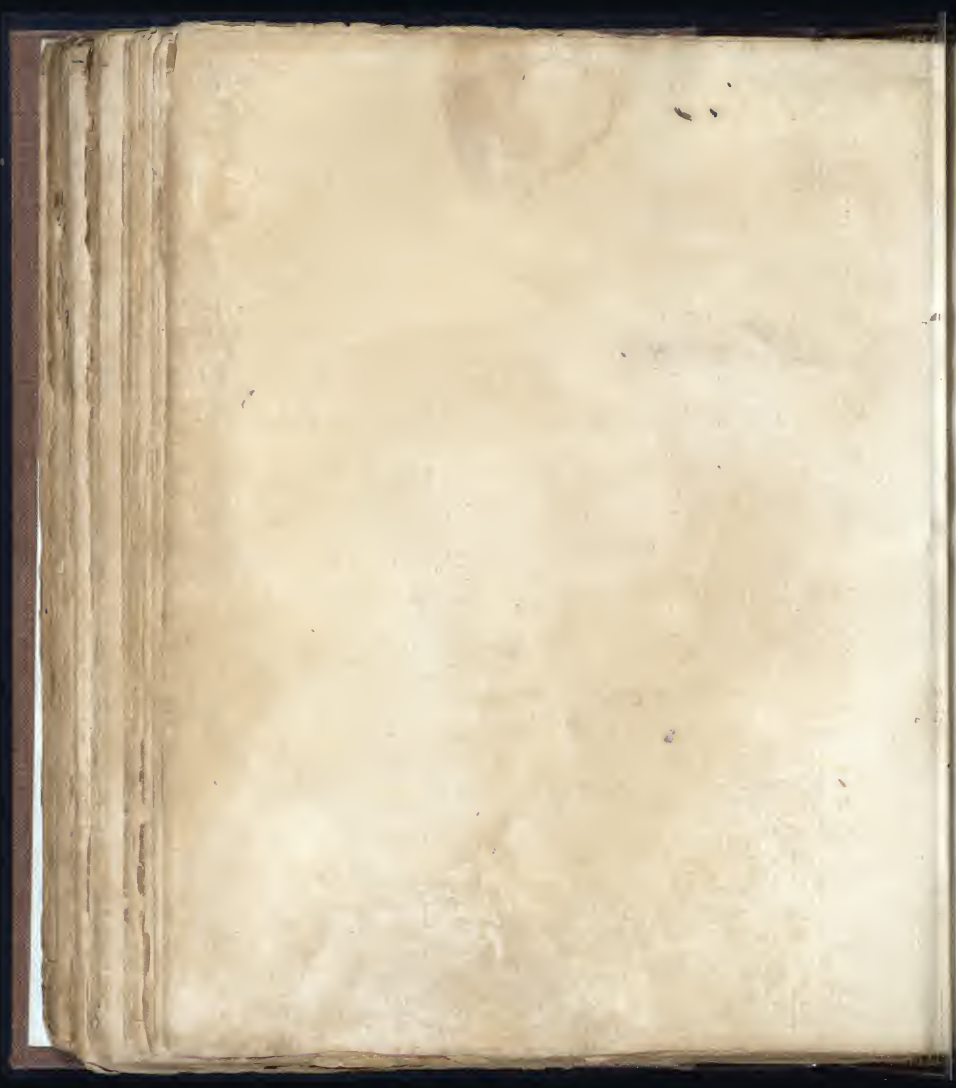
If a deed is void as to part of an entire
sum the sum wholly, not for any part
sum is it good - The sum & con-
tract is entire & of one kind or class
only 11 Coke 47, 1 Shep 40, 2 Coke 3rd
96.







Swiss



Devise

All real property is acquired
by Descent & Purchase

Descent is settled most by law
only, every other means is Purchase,
only by will or deed -

Devise & Legacy are not alike
Devise literally refers only to real
property, legacy to personal
property, the ~~terms~~ terms are
often used as synonymous.

The person who takes under
the will, real property is devisee,
personal property legatee

Personal prop proper to the Ex-
ecutor not to the devisee
the legatee must wait till
the Ex has paid all debts &
the Ex is a trustee & must

out accordingly.

The Ex has nothing to do with
Real property, the Ex can thus
protect only pers prt, the devisee
must protect the real property.

The Ex however may sell real
property if this is mentioned in
the will or testament, not a Ex,

Before the Norman Conquest, devises
were in use - the Saxons used them,

the Sax got them from the Normans
who conquered them.

After the Conquest, the Feudal
system, supplanted devises for
a while - hence all laws now
relating to devises are Ex not
by Chanc.

In the first place devises began by
giving the use of land, these were
done to the Church by dying persons.

2
But this was stopped by ^{the} ~~it~~ of
mortmain — after this the
king sold to the use of the clergy
then the advisor granted to a her
son to hold to the use of the clergy
In Henry the 8. uses were destroyed
& the ~~con~~ certigen mon had ~~the~~
~~for~~ no estate at all

But afterwards, in Henry the 8
a st was made, to permit devi-
sing

During the term an house or
some particular places might
devise by way of privilege

All persons during this concept
might devise persons all prop-
erty

After that st of Henry, those
of Charles the 2d were made, & now
known, these are our st, for we
have adopted them.

the sts have been adapted in each
state

The Construction of Wills

This different in Will & Deeds

The Const of Deeds was in a time
when contracts prevailed

That of Wills when the idea
was sought for & not the techni-
cal

The rule of Constructing Wills ^{by}
what did Test really mean his
reasoning will govern, this is
the pole star, but test intention
is to be followed only as it is con-
sistent with rules of law, & as
the law determines the notion
of the estate not what words
will create the estate

Personal property ^{only} can be taken
tailed,

If the ~~thing~~ ^{estate} can be ~~done~~ ^{proved} by law
with tulk nia, it can be devised
without tulk nia — ~~the~~ & not
without, this is what the
maxim means —

~~Heirs~~ means the quantity ^{of}
estate not the persons —

In deeds tulk nia prevails, in
Wills the meaning — the
reason of in the books is sufficient
~~and~~ not sufficient, the dis-
tinction would never have
been established had it not
been from the times in which
they were made at first,

An Equitable devise can't be

void &
Equitable devise is not known, at law still it is
creatively will, this is an exception

If one devises all his real property,
the will covers only what the
devisor had at the date of the will

But if all "personal property"
it covers all he dies possessed of
because tis impossible to tell
what personal property he had
at the time he made the will
It can be determined what
real property the devisor had
but not his personal property

But the will will cover real
property if afterwards obtained
if at this point we had on what
circumstances the will is reprob-
lished

Will takes no effect till the
death of the testator - But the
will may be revoked by parole
or by law, the not by the Engor can
in Nov 1777.

What may a man devise?

In Eng^l
to real property, ~~and~~ what
one has in fee

But if one has property during
the life of one then, he may devise
it in fee - in fee all real prop-
erty may be devised, the 1st in
Eng says, all property in fee
but in fee it is all real prop-
erty

an estate tail can't be devised,
in fee the estate is in fee after
the first owner, that is over estate
tail, the estate can be kept
from only the son, his son will
have the fee

It has been a question if a
contingent estate can be
devised, is this possible, it
is devisable now rather

^{2d}
1 B. Rep 254, 1st Nov 175, 2 B. Rep
1131, 1st Blk 30. Par Dec 25,

The law of the Com where the
com decided is, ^{is} the law of the
decis^{ion}, but in personal prop-
erty, the law law of the place where
the done, governs — The rule
of personal property
is different —

Thus there is an exception
when in one state or bring
down, the stays such action
short lies, the the law law of
the other place where the per-
sonal cont was made will gov-
ern, still no action lies, for the
st where the action is brought
the it don't annul the cont, cont
mon it tried, ^{such} the action must
be brought where the cont
was made

If a cont is made in Eng, law-
ful there, the unlawful ~~there~~
in Con, if suit is brought upon
it here in Con, the law of Eng
will recover, but if the
St of Con says such an action
shall be brought in Con -
the Court may the action
But if this con our action in
Con is lawful here, the most
where two made, the ac-
tion will ~~fall not down~~

In some of the states, the Eng
states to, that a fee estate only
can be devised, & where the st
don't permit an estate of ~~the~~ the
life of a man, to be devised, it
~~can't~~ be devised, on legal prin-
ciple, this is not the case in
Eng, Con, the law in Con

The st^s of Chles are adopted in
most of the States, perhaps in
have all

Many of the decisions under
the st^s of Henry remain law to
this day & many not

Under the st^s of Henry was a
great question, whether a
will must be all written at
the same time, this point was
settled before the st^s of Charles
1 Burr 548, 6 On Dec 23,

Another quest, whether there
could be more than one will
the all consistent, was
settled there might be

But in now the law, that if
the last will differs from
the others in the last, the first
are revoked entirely, not in toto
Show 145553,

7
In this rule there is one exception
where the husband gave to his wife
port what he had given to a son
before marriage, a life estate was
given to the wife out of the son's fee
Elix 721, 1 Dec 1871

Another point is this, that a will
may take effect where it refers
to another writing, the writing
referred to is then a part of the
will, Elix 144, 18th Nov 50

If a codicil disagrees with the
will, the will is only revised
pro tanto, all that is ^{or} consistent
this is not the case with two
wills, the the Judge says on
real principle the not on legal
the same rule ^{ought to} extend to Wills

Elix 144

Under Henry's 1st a letter to a
friend was a will, but is
not now.

don't like this last rule for
perhaps the devisor must to
think of the will & if he should
like it, then subscribe

3 Ct 219, & Lewis 1

Sealing is not signing

2 St 302, 1 Nels 313,

But where the devisor's name
is at the top, the ~~name only~~
^{need} ~~not~~ be in the devisor's writing,

But I say if it can be proved
the devisor gave instructions
to the agent to write his name
for him, it ought to be sufficient
the title not settled

But if devisor attempted to write
his name at the bottom & failed
the times at the top, this will
is not good, for the prescription
is same thing, more even intended
depositor intended to sign each sheet

The witnesses here are not called to believe their veracity, they only attest the testator's signing, not his capability or will

Witnesses may be called on to show the testator was in an-
d there is one case where the
witnesses swore he was insane
bothies that he was not, still
the will was good here the wit-
nesses were bribed by the heir. ##
The witness really attests only
that the testator subscribed
his name (not his only, by presumption)

2 O'Neil's Pin Ch 184

2 Perry 459, 3 O'Neil's 2, 11th 182

The witness need not see the
testator sign if he tells him
he has signed, & the witnesses
need not be together, they
must all be in the presence
of the testator when they sign

The presence of the testator is
only that, the testator could
possibly see them, not that he did

looking through a glass is
no objection, his sufficient
not, presence of testator

Barth 87, 1 Balh 395, 1 Brown
in 64 99, 1 Shaw 89, 1 O'Wm 1 Shaw
288

But if the testator could see, but
the witnesses did it gratuitously
his not good
10th 1440

There must be three or more
witnesses to a will of real
property

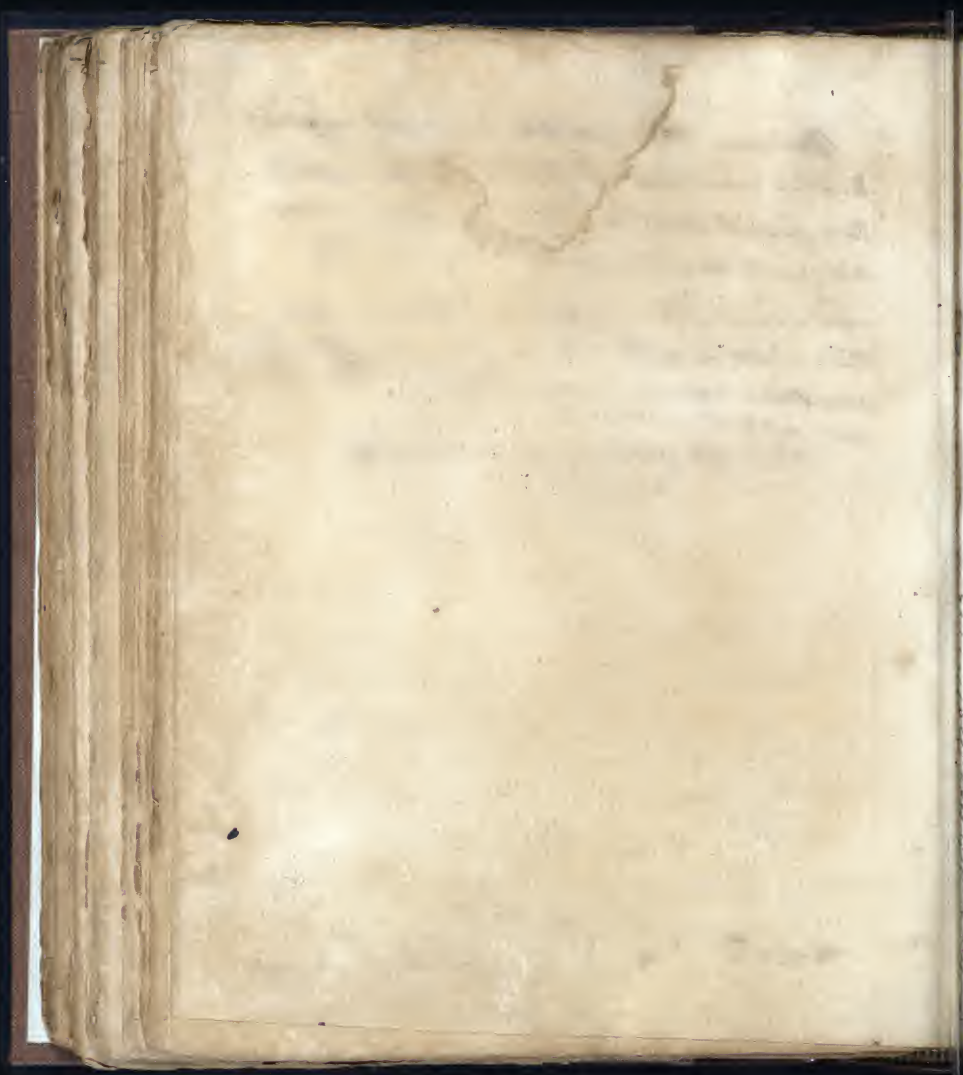
There must be three witnesses
to the will or will or the codicil.

Barth 25, 26, 27, 28, 29,

But where the codicil is a part
of the will & not a codicil & is
intended a signing of that will
as well as codicil, the will is
good attested, the two not separate

Where the will is not signed
& the codicil is & the intended
to sign both & the will was
absent but referred to, in the
codicil, identified, J. Bacon says
the will is attested, certainly if the
will was present, & if identified
probably the absent.

Pin 64 202 or 3, 2 Bar 593.



Of Estates where two or more are owners

There are three kinds of estates where there are more than one owner.

1st Jointure This est arises from purchase always, & ever when property is given to two or more they are joint and this whether the property is real or personal. ~~But~~ this rule is reversed & where the above are tenants in common.

This est has four unities, & unity of interest, is the same kind of property, in divisions ~~in nature~~ unity of title. The same act unity of time, possession of

all commences at the same
time, & unity of proportion — This
is best of all the estate —

Whatever one joint tenant does
the other does, the act of one is
the act of both — Both tenants
must sue & be sued — And
even where one of the parties is
a minor & can't be sued or sue
the right of the minor precludes
those of the others —

In Common by one joint tenant
may sue alone & the others are
not affected in their rights,
we have no it, but it is ~~an~~ obtained
in practice, hence here a mi-
nor protects only himself,
& of limitation runs on the
others

One ^{joint} tenant can't sue another

and for trespass, each is owner
of the whole —

But one I don't do any thing to
injure the right of his fellow

At law one I don't sue the other
for waste, by it is Eng & so in Con
he can

Now by the way I can compel the
other to an action of account, for
rents profits &c — & probably
this it is adopted in all the States

The tenant is liable only for
what he has made not for
what he might have received

The entry & possession of one is
that of the other

His aversanday is to with
this estate, whether personal
or real —

In Con we have no aversanday
ce, but ^{from} ~~by~~ the land quasi let

Copy is created by purchase & de-
cent, where the estate descends, as to
more than one person

this estate must have unity of
title, interest, & possession, hence
children take as wanted their

fathers, — here too, the unity
& possession of one is that of all
, This estate by law could be de-
vied — one tenant could sue the
other, but they must account
all must sue & be sued in Eng
alone, this estate differs from
the other only in the unity of time
in com. in Eng by quiescentia & purchase
Tenants in common have only
unity of possession,

Tenants in com may be created by
condition in a deed, —

These tenants might always sue in
severally, — Coke Lit 995 —

The words, "A & B, to be equally
divided between them," in a deed, is
a joint tenancy, in a divided tenancy
in common.

Observation applicable to all the above.
Gen. if one tenant meets the other, he
may have an action of ejectment
but he only to put himself in prop-
riety.

So when the thing is clearly des-
trayed wholly, one tenant may
sue the other in trespass.

One tenant may by time lose
against his fellow, but not on
the ground of est of limitation, as
is gen. the case,

Common law is in trespass gen-
tly adversus propriam, but if they
are joint tenants or in common &
the trespass of one is that of the other,
but if the one in trespass denies the
right of the other, & the other acts down,

contested, the It will run probably

The Law of Descent

This law is different in different states, but it depends every where on positive principle, this is the most certain title in the law but one the least understood.

The 10th of Edw. 1st, is the foundation of descents, this it relates only to personal property, but now it has been removed as to real property —

This It enacts that the property shall go to the issue or the next of kin — this is the ~~the~~ basis of all descents now

Children take what their parent would have taken

And all the children are due
before the father, the grand children
take in capite, & not as their fathers
would - & so on to great grand chil-
dren

But if there are no issue, the next
of kin takes, computed by ^{the} civil
law as it was by the 1st of Charles

To learn our degree of relations his
government count up to the first stock
known to the other person

When property goes to the next of
kin, it goes to them all equally
in call heirs

Whenever any of the old stock, the
same degree, is living, the children
of those dead will represent their
father together

But if the old equal degree is
wholly gone, the next of kin, the
next generation will take in
consequence, each an equal share —
For here the children don't repre-
sent their father, but ~~their~~ the
man deceased

If it is three degrees below D & F is
three degrees above D — then it
is are the same of him

These foregoing remarks relate
to lineal heirs —

In collateral heirs, the It
says, you shant go by and the
Brother & Sisters children, or in
representation —

A Posthumous child takes by
descent, for tis in op, the not
born — in with descent, not in deed

Half blood is as good as
whole blood

The mother is in the second degree
as to brothers & sisters of the deceased
the ⁱⁿ first as ^{to} grand father &c

When the children represent
their father, they are of the same
degree with uncles & aunts as
the one representative of the
brother

The property shall go to the
issue, or their legal representa-
tives, if two degrees are to take,
the children will take per stirpe
if one degree per capita, & thus
ad infinitum with lineal
heirs —

When we do the English & It's

& use the same words that those
who do, we in our legislative,
imply use the same as the
English do, hence we must
look to their looks & they are
binding

The next of kin stand on the same
footing, in the same degree with
their nurses & nephews, while
any of the father's kin are alive
for the children then represent
Parents stand first (where there are
no children) then Brothers & Sisters
before Grandfathers the equally
related, this last then is an excep-
tion to the great rule
Representation always exalts
one degree

The foregoing exception is against
the St, but I there will record, the
exception was just

The mother is reduced to a level
with brothers & sisters

By Prim is meant those by
consanguinity, not affinity.
But by it of C., the husband
the him by marriage takes the
wifes estate, she held alone, &
where this it is not introduced
the estate goes to the him by con-
sanguinity, - In Con we have
not this St -

A ll sum given to a married
child for marriage settlement
or establishement in busi-
ness, is an advowment

Dr. P. M., the education of
a child if the money is charged, this
an advantage of 28 -

^{1st} We pursue the civil made in
calculation. Vide —

1 Very 134, 1 P W 41, 2 Very 214

P 64 — 2 P 65 15529 2 P 66 33, 1 P 70

25, 195, 2 118, 606 List 23,

2 The distribution must be in
the ascending line

3 For the most children take a
other children

1 Very 150, 2 118, 4 P 65 305

1 Very 85

4 When 6 children take per stock &
when per capita vide —

2 Very 215, P in Ch 14, 3, P W 50, 595,

1 118 455

5 Representation continues in

ally ad infinitum - but not
collaterally, beyond the third
degree - viz brothers children
10 W 25, 10 W 59, 2 Bern 233, 168
Pin 64 28, 2 Very 218, 1 with 454
Pin 64 527, 1 with 281, 10 W 41.

2 Very 215

2 Bern 126 The Holy Lord, adds that
a half blood is as good as whole
blood

In the Collateral line, the
wifes & husbands line are
the same, there is no preference
one

The mother stands as Brother &
Sister, the nephews rather
than her sisters she the mother,
sister would rather, as there (sister)
share is gone
For advancements vide

10 W 317, 20 W 638, 141, 356.

By also bar 249.

In all York State as long as there
are issue, the English & Mercantile
is in this State, the Mother can't
ever take from the children, — &
none of the estate come through
the mother, the Father can't take

In the collateral line, the 1st
& 2^d degree are all dead, still the
children take per capita, here
there is a variation from the
English

If the property come by the mother
it will go to the Brothers & Sisters

At Common Law, the lineal ascending
~~proceed~~ line could never inherit

The remainder only to the 1st of 6
~~remainder~~ 11th p. 12

At 6 how the Foster's kind will
take before the his ^{of} the
mother

If the father is dead by ~~unhappy~~
to have descended from the grand
Foster

A Remarkably clear and concise
treatise this on descents given by
of Penn - is a complete picture
of the Old Fellow —

Interstate of Cr. 1/2

They are void against the
 all conveyances of real estate
 made to defraud creditors,
 for are void against them,
 conveyors include all con-
 tracts, bonds &c, they are void
 against the creditor or their
 representatives the con-
 veyances include real &
 personal property, all such
 judgments were deemed valid
 binding contracts, are void

Set of Ben 135 4, 5, 2 Bo Her list
Grand 6, Ben 1, 3 note

in the E.P. We at don intend
to any bona fide person
having no motive of
being in our power

such provision, but they
are the same - for a frau-
lent conveyance is one by
the knowledge of both par-
ties, not by the grantor only
this is the idea of our
St, this is not a fraudulent
conveyance.

There is another 7th declar-
ing all conveyances frau-
dulent as to bona fide pur-
chors ~~unnoted~~.

is Bar tied to 6

Rob 7, 8, note -

These Sts are in affirmance
of the Common Law and it
is a matter not whether
the conveyance be made

below

Cowp. 441, 5 T Rep 546
28 Bin 357, 6 Ells 444,
360k. 83, 1 Inst 290 w. 2

to the parties of a fed cony
the cony is binding, and the
of the 1st prop exception of the
1st

Prot 133, 641, 1 Prot 104, 489

And a fed cony is void as to a
redemption value purchase
the 1st purchase or known
of the 1st purchase or known
the rule is doctrinal

5 Bohn 60, Cowp 711

1st Rep 303, 2 B Chanc 148, 9 East 59,

And the same rule holds in

2d

2 B Ch 148, 9.

1st Rep 303, 9 East 59

1st Bk 251, 4 Bk 275

in settling a conveyance, is void
as to present & subsequent
creditors, in ^{which} the conveyance
is made with intent to de-
fraud ^{ing} by some future con-
veyance —

Style 44, 6, & Bk 90, settle
94, 2 Little 800, Fall 64,

The point is so settled in Conston

The most usual conveyances
are those without considera-
tion but there are not the
only ones, for fraud does troy
a conveyance, for a void considera-
tion

2. Very 10, 2 settle 20, 481

3. Like 81, & there is a great
case

In some cases the fraud is con-
siderable & often is not nec-
essary then should have ^{any} fraud
between the parties, the law

makes fraud ~~stand~~ the
parties, the other not deceived
intended too & the sufficient
actual fraud.

Notes

This intention to defraud may be
proved from circumstantial
direct evidence is not of course
necessary - this is said after a
gift is fraudulent. ^{6 law}

5 Coke 60. 1 Lyalls 334

Compt 280. 1 Moll 288

4 C. Dig 374

It is when a man comes on
under the first fraudulent &
man, if the second falls by non
performance gets convicted
even if the first is not
revived, the 1st was honest
made over as voluntary,
(^{1st has} ~~for some~~ ^{been} ~~once~~ destroyed)

2 Mac 27. 1 Moll 23

57
no one thought it the case
was made to depend on a par-
ticular in fact, others could
not take the evidence, but
now it is found against all
creditors, is little too in con-

Palmer 415, Bots 465.
deposition 16th 9th, 10th 55, Lys 192

The grantors being indebted at
the time is evidence of fraud
under 13 Eliz. not so 27 Geo. 2nd
bona fide mortgage. This
evidence is presumptive only

Bots 53, 59, Bank 714

(Mony Law)

The use of a valuation is con-
sidered as is of presumptive
evidence of fraud — is a
voluntary conveyance is not
true from various

2 Bots 44, 17 Bots 56, Bank 434
2 Lys 105,
in Bots 119 105, Lys 159, 193, 237.

On the contrary many say &
now its settled that a volun-
tary conveyance is per se frau-
dulent as to such prejudicial

9 East 39. Prin in Ch 13.

2 Vry 10, 2 Vern 261, 2 B Rep
1019. Robt 144 2 Ch, 5th conch

Robt 395, 13, 15, 11, 18, 60,

the fraud in this case can't be
reluctant - its not fraudulent
per se as against subsequent
creditors. as to prior creditors
as subsequent prejudicial as or but
not as to subsequent creditors

1st Ch 412, 2 Vern 327,

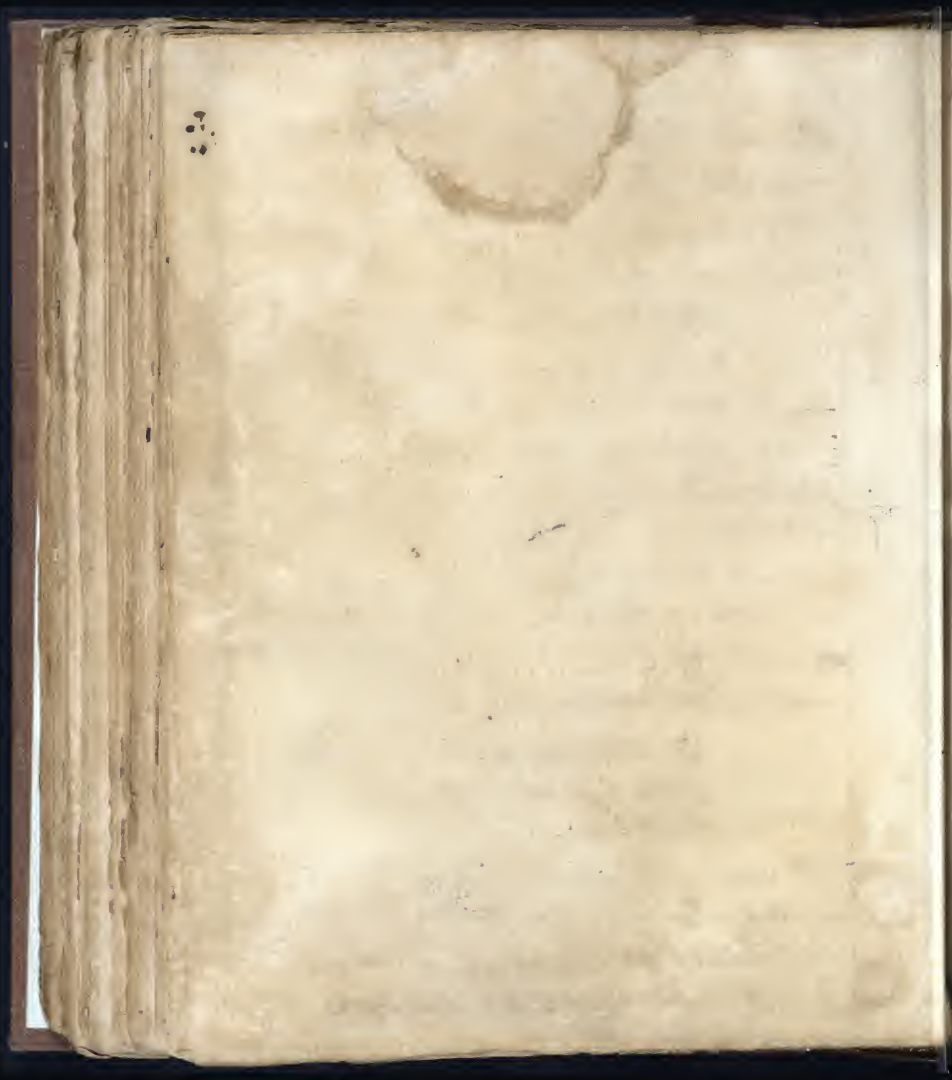
3 Vry 10, 1 Ch 260,

Robt 190,

A mortgagee, not higher
equity than a creditor

Robt 10 vol 18, 22, 11 1th 94,

8 Tulk 1529, 46 L. 288, 3438,



It is well known that a good
agent for a business is one who
if he was not a ~~business~~ ^{agent} at the
time of making the settle-
ment.

Notes 76, 18, 22, 10 Whig
870, 129, 46 Dec 1888
398, 398 Y.

Marriage is always a valuable
consideration, in a
country where this is not a
very

Notes 103, 105, 200 + 6 D 24, 188, 398
Snyder 104, 2 D 6m 297.

And the country is entitled to all
benefits arising from provision
tent country as all other valu-
able country will be.

Notes 105, 123, Hare 398
L 6 D 398.

good as to ~~future~~ over it, in
the collateral ~~and~~ ~~and~~
but this is ~~not~~ ~~not~~ ~~not~~

Gov't 711 ~~and~~ ~~and~~

20 ~~and~~ 17 ~~and~~ 19

Obts 113 123

at any rate the ~~and~~ ~~and~~ ~~and~~
to the ~~and~~ ~~and~~ ~~and~~

76 ~~and~~ 39 ~~and~~ Obts 109, 10,

113,

Again a course of ~~and~~ ~~and~~ ~~and~~
is ~~and~~ ~~and~~ ~~and~~ ~~and~~
in ~~and~~ ~~and~~ ~~and~~ ~~and~~
or on a ~~and~~ ~~and~~ ~~and~~ ~~and~~
ation

Gov't 287, 203 ~~and~~ 148,

But such ~~and~~ ~~and~~ ~~and~~ ~~and~~
against ~~and~~ ~~and~~ ~~and~~ ~~and~~
was not ~~and~~ ~~and~~ ~~and~~ ~~and~~
time

2 ~~and~~ 10, 2 ~~and~~ 20,

Obts 429, Obts 18, 24, 187

191, 220

But if they shall settle on the wife
after marriage, and she shall have a then
wells as to be now said purchase or,
the first to receive same is void, is
not as to creation if the grantor
was not interested at the time

George, 2 Lev 140
20 158, 60th 228,
20 6 Chang 148, 3 1/2 y 90
0 1/2, 0 1/2 a 1st 234
3 1/2 a 0 43, 10 1/2 491,
Salk 449, 2 1/2 564

is
If the will is made after marriage is
made after marriage, the will is
not void, but is not void, but is
void, is not void, but is void.

1 1/2 60 1/2 354, 2 1/2 193
1 1/2 100, 2 1/2 100,
3 1/2 100,

This agreement is void in con-
sideration of marriage & thus
not void, but is void.

But the settlement must not
vary from the present arli-
cles, if it does, the variance is
voluntary, for what is the con-
sideration to the settlement
settlement? Thus the settle-
ment may be in part wood
in part in value as given &
some persons, who are not
like others, one timber 200, 1000 205
2 acres, for on 2 living 100, 100 205
or Blackwater 200,
over for only
Blackwater

And this rule holds. The
increasing articles were in part
all for there is a good value while
consideration.

For 4, 2, 100 300, 100 200
200

But the settlement is not
made in the present, & will
not change in the future.

those who did not know the
article, as well as against some
other or more volunteers. They
must be better satisfied this way
than to present the execution
these articles - When capital is
want, law prevails

227, 228, 229, 230, 231, 232, 233, 234, 235,

236, 237, 238, 239, 240, 241, 242,

When the law of the article are
enacted, they are now against
each other, must, unless there
is provision to the point conveyed

settled out ^{murder} after in a word
against each other in action if the
was not then in debt to the
they after the same way, for
they are not to be personal
responsibility. H. 11, 12, 13,

When C₂ is requested to correct a settlement after signing ^{an agreement} C₂ must before make a ^{defect} is valuable purchase as an even with notice, Court. This rule is not to my mind correct

Robert says a man don't know it
till he's got it - but I would say he don't
do -

c 4 mile 438, 18th m. 622,

Robert W. G. note

But if the articles are correct then we
will have a performance against
a long list of numbers on which our
solicitation.

Probits 238, 4, Phil; 232,

162 bas 287, r bot 604. Bl 287 148

9 East 59.

§ in the subsequent articles of settlement after marriage, the promise before marriage is mentioned, this is evidence of that promise

Pinch 101. 2 1st March, 1874

188, 2 Dec, 7, 195

If the husband is not, there
is as much valuable considera-
tion, as not voluntary - as if
the wife make her estate to
the husband after war

2 Mth 417, Pin Ch 22, 425

113, 1 Mth 16, 2 Lwin 30, 145

So if the wife comes in a gift ^{to} ~~from~~
~~the~~ husband from the wife's friends,
her good com

2 Pin 15, 1 Mth 12, 69, 118

July 62, 10 Mth 16, 128

And so no smaller value than this
new stipulation or consid^r is
expected - for it may be and must
be, as the consid is valuable &

1 May 809

And if the husband is obliged to settle
on the wife or consideration he takes,
then, it is not less valuable

for as yet in has not got the wife's
property & can't have this incident
article excepted without this return
from him, & it is valuable

2d 420, 1st 7m 383, note

3rd 7m 305, 420, 279, 288.

Pin Ch 22, similar 121, 1st 190.

But if this settlement is made on the
wife without. It is a complete and con-
dition, to set her children out of the
voluntary 76

Pin Ch 414, 1st 7m 38, 2nd 7m

639, 3rd 7m 11, 1st 7m 39.

2d 420, 420

This last settlement then is void as to
subsequent events, but not as to
incidents, except he was at the time
involved

If trustees or executors, before they will
pay over to the heirs, or to the estate
settled some thing on the wife of the

settlement in low good consideration
and thus the parties do it with-
out going to Ch. for more the thing
would be fore

Att 239, 2 Very 18, 2 Att 320
Pin Ch 548, 36 Month

But if the wife is only an agent:
total title is over as chattel real
the husband, this one of it with-
out giving her any settlement,

1 Dec 7, 18, 188 Bous 306
2 Dec 370, Bous 299

But said there is no reason for this
rule

A woman about to be married
could do none of her property, not
even to her own use - but takes
her dower & should have her
property.

15 But if she before treaty of marriage
makes the settlement, the husband
having made no settlement
can set aside this settlement, the
wife had no notice of this settlement,
but in this case there must be
no fraud

2 B & C 345, 1 Wms 22,

2 Wms 194

That if pending the marriage or in
contemplation of it, she had
made any settlement, then she
might set it aside

2 B & C 345, 2 B & C 46,

2 Vern 17, 2 Bos 292, 1 Ell 259,

It is even in the first case, if the husband
makes a settlement, he may disprove
his settlement on the ground of
fraud in her concealing this from
himself, for he supposed he made
his settlement in consid of her
property.

20th Dec 33, Probts 259, 337,

But if during the cohabitation, she sets
to work to support of her children by a
far more heavily, her husband even without
notice could set aside her settlement
she would be obliged to support her children &
then her husband could be forced to

1st Dec 34, 20th Dec 35, 1st Dec 408
1st Dec 46th & Bacon 292, Count 205

Thus the settlement of the wife is good
against creditors, not purchasers

1st Dec 468 Probts 360, 365,
also in the same the husband has
made a settlement

Probts 33-39,

If the husband ^{knows} the settlement
on false appearance, or from fraud
her settlement, then is fraud as
to her settlement, then is fraud as
to her settlement

20th Dec 33, 20th Dec 35, 1st Dec 408, 468, 365, 360

7
If the wife too declines by the husband
in her necessities, she can get relief
— the wife is not considered as a
debtor of the husband; But she must
like to release again the house of
the husband and won't unless there is
open grace

30th Nov 65-74, in 18 notes, 5. 00
181, 0. 25 350

Who can take a mortgage of the
H 2. 7 of 1818

Give no other than a loan, for
purchase, for a mortgage, for
violations

Stock 81st Corp. 718, 712, 714, 716
718, 720, 696, 448, 1818 240,
0. 25 309, 372, 382, 425, 0

Marriage is a valuable considera-
tion from the woman's point
taken advantage of the 1818
40th of 5, there 595, 661, 1005

Forcing affection is a voluntary
consideration, hence the owner
can't take advantage of a prior
voluntary conveyance to a stranger.

3 Coe 83, 111, 374, 641.

These would bind as to a jointure
made after marriage, for then
the voluntary owner

6 Ell 445.

It is bona fide trustee may take
advantage of this statute.

Ells 369, 1 P Wms 338 note, 2 29 cases
740, 10 Ell 613, 3 Det 22, 2 P Wms 339

When indignant of price will not
aff. the purchase for value
be consideration.

Finch law 104, Bells 351,

But if this inadequacy is accom-
panied with other instances
doubtous, the purchase is not
not an out of the 1st. The

purchase or to not know of the
prior voluntary conveyance

The valuable conveyance is primarily
to avoid a voluntary one, it is void
for then the vendor gets one to
help him to commit fraud

Cases 405, 413, Bills 371,

Let us, propinacuum, assuming
only to a colourable consideration
is void itself. The consideration is mere
color & is evidence of collusion, & from
this evidence the conveyance is void

Cases 413, 414, & 6th 518.

Bills 373,

And if the purchaser has overreached
or cheated the grantor, he can't
avoid by M. S. the voluntary con-
veyance, in the case he is not a
bona fide purchaser

and no man can take advantage
of this, but a purchaser benefited
by for valuable consideration

L Ellis 445, & 6th 83^h

A mortgage, is within the Statute
as a purchaser situated
in a voluntary conveyance

Stim 423, Holt 477, 2 Vern

477, Camp 413, Ambler 259,

But a mere mortgagee being
in only a purchaser for security
the voluntary conveyance is void only
pro tanto, but a real purchaser would
avoid the void conveyance in toto, the
purchaser here not being to give a
pledge, not a purchase, but only
a pledge

16th Cas 84, 12th 373

But it is uncertain whether it will
open a way for a purchaser

for a sale... & voluntary purchase
or Relts 373. 16 Cains 217

the tenth of the for the mortgage

Security, to whom loan is made by
way of indemnification, may
take advantage of the st. This point
is doubtful

2 Bolls Paper 305, 2 Ls 70

Lyre 205, 2 Bolls abt 789

that too 84 Relts 374

Could be not a doubt if the given
by way of mortgage,

But if the conveyance to the security is also
into then the void, so too in case, for
the conveyance is continuous. It is a
charge of fraud, & there is secret agree-
ment to restore, if not the convey-
ance is without much considera-
tion, this point turns on the secret
trust or agreement to restore the
conveyance, is really a mort, but
holds out to be an absolute deed
the point is seen in case in Case v. Gallin

To constitute a purchase under
the act, the purchase must
be the result of a bona fide
negotiation

Am. & Eng. 375

It is for a valuable consideration
to purchase a species of in-
surance, whether it
is possible for an extinguish-
ment of interest

Am. & Eng. 376

It had a lease for 50 years and
allotted it for 90, then sold it for
valuable consideration, it was not
a purchase under the act

Am. & Eng. 377

A lease for years for valuable
consideration is a purchase as to, during
his term. Am. & Eng. 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

It has been said to make a conveyance fraudulent, the same person must make both conveyances, but this is true only where the person making the conveyance is an stranger to the 1st conveyance.

Vern 45, Plots 377, 379, 387

If the person making the conveyance has the estate in himself at the time (tho a different person) the subsequent conveyance will be good against the prior conveyance.

6 Coke 72, Plots 379, 385

If A makes a voluntary conveyance to B, then to C, and then C for valuable consideration to D, now D cannot avoid the contract between A & B because C is a bona fide purchaser.

c. Hore 223, p. 115 9834,

And in Equity settled as trustees
under a voluntary settlement
we are of that a voluntary
settlement bona fide purchasers
has to avoid a voluntary settle-
ment

Bill 389, Viners abt 627,

30th Jan 222.

And if the trustee by direction from
the settlor trust makes a vol-
untary conveyance, he cannot
after without the same direc-
tion make a conveyance for val-
uable consideration, because it
would be by a stranger in
breach of trust -

That a person who is who buys
in his own name with a
note is owner. & money for
the use of the other, the pur-
chaser can take possession
of the St. for the benefit of the
other man

Chace 108. 116. 117

And one purchasing any
rent profit arising out of
the land, is considered as
a purchaser under the
St. Dulest P 22. tit. 1. c. 12.

Ingen all home gile in:
cumbances are purcha-
ers under the St.

Coke 6th 151, Hard 173,
116 117, 118, 119.

These statutes relate to both
real and personal property
And the construction of the Statute
as to both is the same, still, the
essential condition in the two cases
is different.

Plat. 234, Sec. 258

When there is a conveyance
of personal property, & after
it is made, if the thing is
consumed before it can be
put in execution, the grantor
is liable for it only the taking
destroys the value, the conveyance
is void.

Plat. 234, Sec. 258,

In the case of real property
or chattel real that can

proportion for they will never
perish

No man a creditor has a better
chance than in any former
business a loss or mean
proceeds

The Court permit the directors
to sue the fraudulent donee
for the fraudulent conveyance
in nothing at all

May 25th Smith v. Clark

Where the property is personal
and going ^{by way of, or means} mal, the whole value is
recovered, in real property
as land one years profits as
a punishment, But in these
cases of the personalty, if the party
sues for the personalty, ~~then~~ (as he
may either of the parties) he
waives the benefit, ^{to} itself

Aug 30, 1813, at p. 113,

That the donor is not to be
of money is not within the
Y

C. 1224 in 1813

Ex. 1224 in 1813

et cetera for this if the
which property or money can
be found.

Where a bond has been given
to a woman for her security
such bond is void at law against
the creditors of the donor,
but void as between the parties
on the ground of an injury
to her.

2 Will 239, 2 P. 113, 222, 339,

Tall 157, 2 Ex. 1224 in 1813, 288

So a conveyance on such a con-
sideration is void at law

It is said a conveyance to trustees
for payment of the Grace is
debt is void as to the
creditor (provided the creditors
are not parties to the deed)
who dissent, and also void as
to subsequent mortgages or

Mts 429, 437, 2 Vern

516, 1 Leon 195

If Gould doubt the propriety
of this rule, because when
a conveyance is made for the
benefit of a person, the person
serving the beneficiary
has contracted until
the contrary appears
If a creditor is a party to
the deed the conveyance is
supported by a valuable
consideration

3 L. h. 81 3,

5 Wp. 303 3 Jay 346, 2 Wp.

Out. 112 226, 5 Det 413

be sure to view too for may
most of debts made in
a ³inblawing state when
the consent of one of the cred
itors binds all the others,
is good if one creditor is spent

7 Wp 59, 103 & 6138,

1st B. Ch. 561, 1 Wp 10402

5 Cont 1022

Now such a conveyance is good
that the debt is covered by the
St of limitation, because the
St only avoids the remedy, not
the debt

W. h. 422 3, Cont 548

5 Burr 262, 2 Wp 389

420, 1101, 2 Wp 1699

3 Wp 481, 2 Wp 3210

Still if ~~no~~ no creditor
was a party to this convey
if after it they bring a bill
to compel the Trustees to
pay over their debts, this
makes the conveyance
good ~~till~~ at least

366 434, 387m 222

Donations to charitable in
stitutions are void against
prior creditors, tho not as
to subsequent creditors,

1874m 208, 421, 575

1874m 230, 438

So as to subsequent purchasers
on with notice these dona
tions are good

Plats 439,

Be decided in eq that a

conveyance as to be to
defraud a Plaintiff in a suit
arising out of the conveyance.
The suit is not vain, if the
conveyance is made to trustees
to pay debts, but a volun-
tary conveyance might be

1 Eq. 419, 119, 120, 121
118

See voluntary settlement
made before the date of
the conveyance, giving
out damages, is good
against the conveyance
unless there has been some
other fraud, because at the
time of the conveyance
there was no debt or debt,

Pin Ch 377, 120, 121, 122.

The next question was whether
difference of the case was
made to pay money in full or
or if there was a bond or
a security note, because here
then the claim is "debt" or
in present, the debt is
in full or

Yone Norton provides an estate
to be conveyed ^{to} ~~the~~ same (son)
the conveyance is not void
as to the Father, ^{or} ~~in~~ ^{as} to the
Sole Purchaser, unless the
conveyance is a mere trust
for the Father.

16h. Dec 550, Ben 1st 400
1st 9, a, 2, 1/2 term 490

²⁰ The reason is the estate never
belonged to the Father

A conveyance made
to one A. J. J. was made
the A. J. then took the profits
during his minority, for he
was his G. Guardian

10th Nov 111, 658, 2nd Es. also

410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

If the A. J. then takes the profits
after he came, then he would
be liable to his creditors, for then he
clearly is owner of the land

10th Nov 604, 9, -

If you have possession power
over another's property and
make a conveyance, it is not
void as to his creditors the
conveyance is void at the time
for as the property never was
his, they could never have it

Ex. 112, 291, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

But if a person conveys away
his property to his own use
the law accounts him creditor

2 Vern 289, Rlt. 470

So where a person having power
over property for a limited
time to be if he conveys it he
is said as to creditors

2 Vern 289, Rlt. 470

2 Vern 319, 465, 10 Rlt. 485.

Rlt. 269, 550. Rlt. 472, 7.

Where the power of appointment
is not in special, the rule
don't hold

Rlt. 474, 6.

Because he could not make
it his own at his own will
by the special appointment
voluntarily, and while it
rests only in contract

in case of the death of the obligor
and such persons as are
bound to the bond in and out
of the State of New York
then creditors may demand
the bond in full of the obligor

Pin Ch 17, 18th 293,

Pin Ch 37006, 18th 458

After the obligor's death, the
bond may be made in favor of the
creditors.

18th 490, 80.

A bond remaining in the
hands of the obligor is a strong
presumption of fraud, as where
a father made a bond to his
daughter but kept it in
his possession, the bond was
void as against creditors.

Pin Ch 370, 10th 25th.

10th 62, 10th 47.

But this bond is made against
voluntaries, by allis &c -
and such a bond is not to
be dissolved unless there is
a defence of assets.

10th 62, 10th 61, 256,

645,

And if a bond is voluntary,
a confession on that bond is
voluntary. So as to any other
writing.

Pin Ch 17, 21st 402.

As to the rule of evidence
this rule of distinction is
to be observed, where a judg-
ment by confession is

relied on, the Court has found
most prompt was for a joint
debt the onus, probabiliter lies
on his shoulders, but if the
fact was reversed after trial
it will then be presumed to be
for a joint debt —

that is all

The preference among creditors
necessitates a conveyance from
a debtor, as if it having several
creditors giving to the second in
preference, still to not from
debt not for here is a conveyance
or action

Wth 8th Jan 1800, Pth 192, 10th Mar

407, Ca^{se} 629, 30th Mar 298

5th Apr 235, 420, 3rd May 320

A conveyance in a situation
as becomes valid as to bona
fide purchasers by mutation
is not perfect

If A makes a deed &
conveys to B, & A to B bona fide
then if A later to C bona fide B
will hold to the exclusion of

C. 1 East 95, 1 Sid 13, 1 Atk 477
Sugden 436 Grant 227
229, 3 Lev 387, 10 B & P 332

The rule is the same as to
Creditor's remedies 17th Ed

Sugden 437, 9 Ves 190

Atk 477

Under the Act of 1844 a valuable
consideration if it is often given, obli-
gates the grantor of the prior
voluntary conveyance -

Who conveys is liable to a valuable consideration conveyed away voluntarily, the best man will hold against any bona fide purchaser of the original grantor.

Relt 497, 8.

In marriage settlements a contract for consideration is not facto has been held in cases of bona fide purchases from the grantor.

1 Pidge 100, Pin 62 275.

377. Comy 405, Relt 503, 16.

at party trusting to regular and authentic evidence of title without notice of the fraud shall have his claim supported.

2
The court can and must
decide the matter
as a body
for the three judges
agreeing to give more
shall the first court is done

By 1817, 2 B. & C. 225
The Court is done

It fraud & coning can never
be legitimatized in favour
of the fraud & coning. & long &
often or suppose. I don't
take advantage of the
limitation

Fall 603, 1 Fall 322

Pls 21

These are the construction
only for the purpose of
fraud

So far as they go, the court will
concur in the view taken
of the law, but as far
as they differ, the court
they must be construed strict
ly

1 Bt 88. Plt 452 2 Coke 82

1 Bt 88. Plt 452 2 Coke 82

The donor for life, to a grand child
or to a grand child, his estate to
the donor, still his estate
donor will have his estate

1 Bt 88

It has been decided in Bar
that a conveyance to a bona fide
purchaser by a grantor
is valid is good against
subsequent bona fide pur:
chaser of the original grantor

Concern the edges of Trade

1st The grant being of all the
grantors property by Beadys
is in a ^{most} prime & uncor-
rupted

2nd The grantors reservation
in preparation often to his
grants away the estate

3rd The deed being made in
secret

4th The deed being made by the
party indebted while a suit
is pending against him

5th Circumstances of a secret
trust between the parties
is only a colourable con-
veyance

6th The insertion of some clause
social clause, so as to be in
case

7th Being made in the absence
of the Grants shows it was
made in haste

8th The Grantors returning
the deed

9th The Grantors being greatly
in debt at the time

10th The insertion of a clause
of reservation in favour
of the Grantors thus raises
a secret trust

Book 81, Moore 698, Plt 546

1857

3
There are many other factors
in play and still these last
three however are in gen-
eral important only to
show there is some secret
trust between the parties.

In most cases of coming on
those made in time & best
there are by no means the
only ones, for the as yet
consideration as given
if the parties intended
to deprive creditors their
contract is void. But then
the creditors remain
in hope & often an
absolute consummation is perhaps
the strongest. It grows in
trust.

27 Pap 620, 621, 622, 623, 624, 625, 626

1827 225, 456, 1110, 24, 25, 26

197 200, 548, 191 —

So possession accords her name
with acts of ownership his is still
stronger. Exh 3681 —

For this possession is con-
trary to the import of the
deed. Exh 194, 199, 517, 519, 548,
550

It is in personal abettals
possession after conveyance is
still stronger than in lands
for possession of personal
property is evidence of
ownership

Possession of the deed adds

still to the presumption
of fraud. P. 11. 115 -

But reception merely is
not evidence of fraud nor is
this may be rebutted, the
only a presumption.

P. 11. 115

In Eng. it has been decided that
reception of goods in the G.
is per se fraudulent but
this rule is on principle
and authority questionable.

2 P. 11. 587, 595 a P. 11.

2 P. 11.

Perhaps this may fall un-
der the title of Bankruptcy
but is not mentioned
under the St.

Oct 14 1853 36th 31 Comp 171

Oct 15 1853 17th 4th 2 Bk 82

Oct 16 1853 571

In case the person who is the
good in the hands of the
donor is only present in the
case of a gift

If the rule is not absolute the
case is different, here is no
assumption of a trust, if
the absolute then surely a
man will properly what
he has parted with is
done by a gift

Oct 17 1853 27th 594

2 Perry 365, 369, Pin 62

287

And this rule is the same
whether the thing is real
or personal

The rule is the same as to
other ages and a sum is
not an absolute debt. The
age has only a security

604 455 82 755-

By 21 of June 1st the major
remaining in possession of
goods mortgaged makes it
convenient to

1st 156, 2nd 346

3rd 455, 4th 526-

But where goods are sold
it is impossible at the time
to deliver them, then the
debt arrives

1st 160, 2nd 342,

3rd 455, 4th 526,

1st 478, 1st 525-

the where the sale is absolute
the there is no delivery, and was
difficult, as my verbal delivery
is sufficient - I took
to the ware house that contained
the goods was sufficient

with the 17th. Sept 1820,

7th Nov 71 -

The grantor being in debt
and in conveying during the
pendency of the suit, is evi-
dence of a badge of fraud

1 Ld. 47, Lys. 295, 4, Roll 549

1 P. W. 459, R. 549, - 549,

One must be a purchaser for a
valuable consideration with notice
that the grantor is indebted
by bond does not affect the
purchaser R. 549, note

If one convey his land to a friend
in writing, when he is about to
do an act amounting to a for-
feiture - the deed is void -
and even where one conveys
property & soon fails or forgets
afterwards, the strong presump-
tion of fraud

30th 24, Dissent 1st ed

36th 22 Skinner 327

Our Con does not contain the
word forfeiture

of who the advantage of the St
in what manner the Parties
may avoid fraudulent
contracts -

The party advancing the convey-
may consider it as void, but
it is still considered the good
of the Grantor

L Ellis 238 Lys 295 Plots
591, 595, 598.

A fraudulent contract is, once
indisposed on no contract at
all, so in pleading - hence
one who has conveyed fraud-
ulently is still seized

Hob 42. L Ellis 238.

5 Coke 60, Lys 149, & note
Plots 597, 605. -

See a bill of sale to a fraud creditor
for the creditors having void an
execution upon the property,
Coke at 60th 810

And if one convey fraudulently & does
still his property goes as open
as if there had been no convey

L Ellis 311, 2 Roll 137, 173.

Plots 593, 595. -

5th
N. Son the property of a deceased
person is never taken by exche-
quer it is sold by the Court by
order of Prohibere

In Eng if one conveys his real
estate in simple contract and
debtors cannot set it aside, but
bonded debtors may - But if
the creditor by simple contract
had got ^{before Debtors death} judgment then he
might avoid this conveyance
And as simple creditors could
not take the real estate before
the debtors death they cannot
after till judgment is not

2 B & C 223, 3 B & C 436.

Pin Ch 521, L^d 566.

Heine in an action vs the heir
upon the obligation of his
ancestor, property fraudulently conveyed
will support the averment

3 books 67, 40 + 47, 6 Dec 258

that if a friend purchases a book
proprietor of the estate after the
executor's death. after he is con-
sidered as Ca de son tort -

Even if the Ca prime were surrog-
ation to other proprietors, he is still
a Ca de son tort, I suppose from
the antipathy the Law has
to him

8 of 71, 2 Leon 57, 101
173, 41, 101, 101, 101

So if he had taken proprietors
after a son's death, before
the bequest was granted, he is
Ca de son tort

27 Nov 587

contract

It has been once determined
if the vendor takes proprietors

after his death & after
probate without notice and
permission he is true master
to & on it

§ 810, Rules 891

But a fraud & wrong is good in the
greater and the representative
How are these reconcilable?
difficult is the above decision
is correct, perhaps too difficult
on the principle the law claims
for the creditors - this then can
hold only where there are creditors
or purchasers

§ 270, Rules 485, 643, 661.

A debtor makes a fraudulent
conveyance and dies, leaving a debt
and the goods, what shall the
creditors do? They must apply
to Chancery, if on his conveyance
his father's estate from this

his father's creditors, he said
that this was not his duty
nally

2 Leon 11 vs Boho 60. Plaid

4th, Plaid 601

The rule is the same as to Equ
at, if they coming to a fraud

6 Eliz 405, Plaid 601, 609

In such cases Eq will pursue
the business specifically, and
not the fraud. I mean
in trustee to the creditors

2 Leon 11 vs Boho 60

But neither in Law or Eq can
it goods be pursued in the hands
of bona fide purchasers, even
tho they never intended to
defraud

1st 103, 105, 149

1st Decoy are hiring on
 the Green ter. in the present
 time and those who claim
 as volunteers in the army, they
 void to all those whose
 rights have been injured
 by the company.

6th 1276, 9th 1280

Plat 104, 489 541, 545

657

The same rule holds in the
 Law, but the rule relates only
 to executio contracts, for private
 and not secular contracts
 can be executed in the

1000 6341, 2nd 1248

1st 1251, 2nd 1250, 3rd 1250

It has been decided if a
 ministerial property can
 be sold. The appts

can be sold

In giving an article to re-
mind his administration
ship, still to a good rule
has at the time. He has been
of authority to make the
rule. 66th 18, 18th 644,

He has a Cronson attempt
voluntarily to defeat a vol-
untary purchase. He will
attempt to protect him

18th 66 108, 18th 645

18th 645

He can defeat his vol-
untary commission by his
law, it will not even if he de-
vices it down to his, a debt

18th 106, 18th 104

18th 645,

And where a man made a
voluntary convey, to his

wife during coverture, and
afterwards the same will
she will hold the property


Pr. 61 235

every equitable interest
remaining in the estate
may pass to a voluntary
purchaser, e.g. a grant
is made, the equity of red
will pass to a grantee

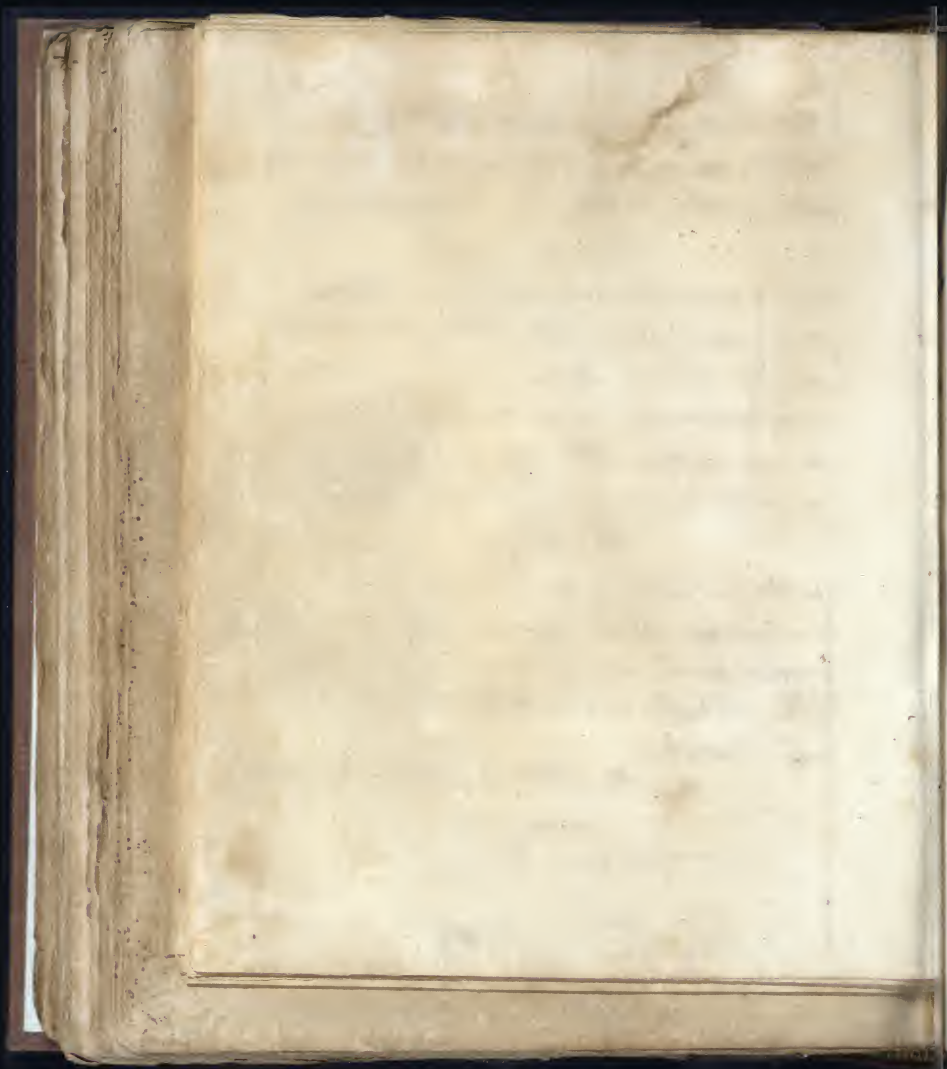
Pr. 61 235

A husband's agreement in
consequence of marital
affection extends only to
his wife and legitimate
children.

Pr. 61 235



Wm. H. H. H.



Admission a newspaper

Eliz. J. J. J.

There are four copies of the paper
may be done to local papers
by 1st Trueman, 2 Buster & 3 Pusa
in Waver, & subscribers & distri-
bution

General nature of this paper —

This is not infers any entry on ones
done without lawful authority

and doing some injury to it
3 B & 209

Every unwarrentable entry is a trespass and implies some injury, but the point of injury is no consequence except as to measuring the damage

3 B & 209, Fitz & not brein
32 B. E Dig 380

but the entry must be unwarrentable. In some cases the law gives liberty to enter on land, & then there is no trespass

6 Co 146, 3 B & 212, E Dig 380

One may enter another's land to hunt ravenous beasts, thus from public policy, yet one may not dig out molasses & fowls, for the law will not allow of any great injury. Com Dig Trespass
2 Bulst 504 2 Roll 558, 5 Bar 180

6th 321, 333 413 17th 334,

But one may not enter another's
land to hunt any best venomous
bees to. 5 Bar 180, 2 Bull 61, Hatch

556, E. Dig 404,

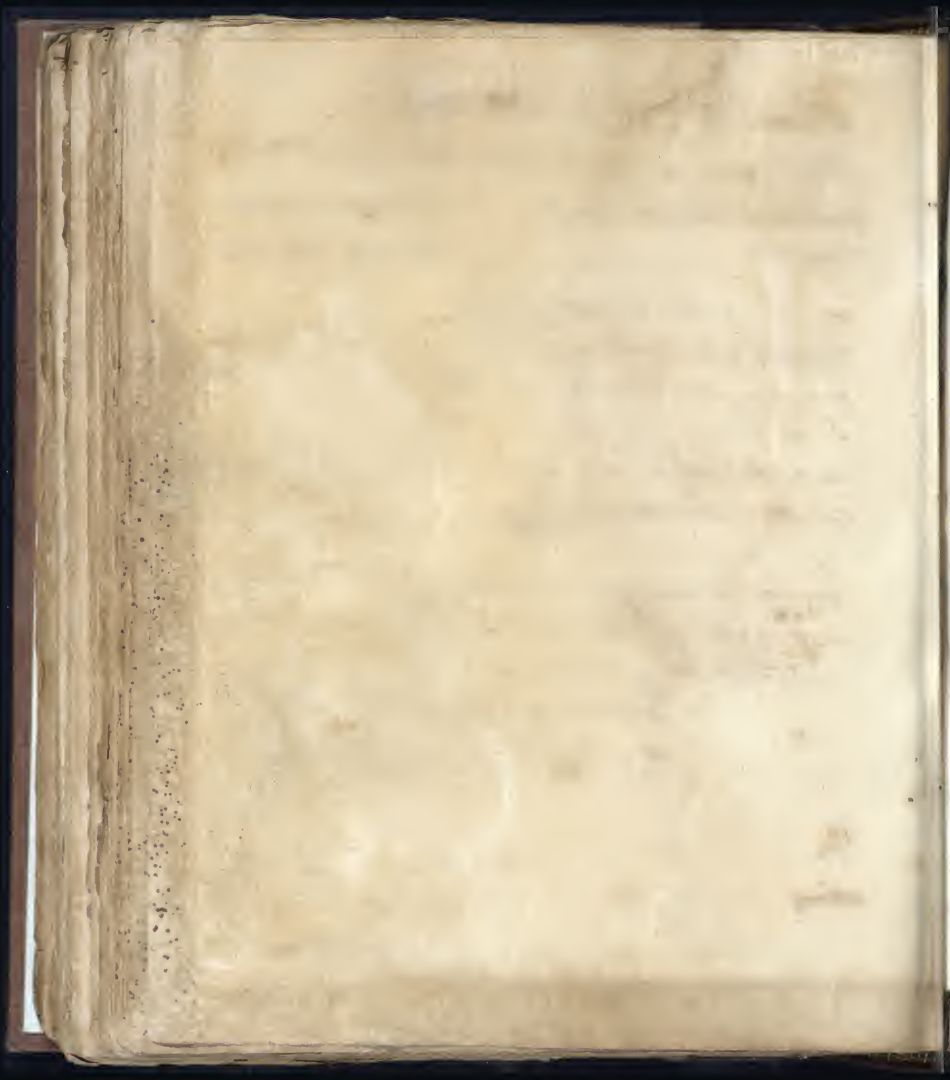
My b h if a wild animal is started
on my land and is killed or if it
is mine, but if in the case, it
was killed on another's, it would
be the property of the other.

Soll 506, E. Dig 404,

There one question if it goes
might clear, but now it
settles they cannot

1st 351, 333 412, Gill

E. Dig 414



that the permissiveness of the
law is a condition of the liberty
of the individual and not of the state
but the permissiveness of the law for
the permissiveness of the law, is
the great principle, because that
is wrong, or permissiveness is
the principle, or permissiveness is
is not recorded, the principle
reason is, the law is broken
is broken to the principle of
condition is to be broken or
going to end, because if the law
is broken it can be broken
the permissiveness

86, 120, 6, 118, 4, 101, 501

See also 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

There is a traveller - sticks in an
ing, he is a traveller sticks in an

So if a horse were taken dis-
abled by the first entry, he has
proper remuneration.

12.7.12. Finish Card 27

81, 383

864 147. E 89.83

8 B Bann 21s. 5 Bacon 152.

The life I thought I was leading
a rest on my own property
on the 10th of March the winter
is a true hope by which on all
inches, could I have been
only the worst case of the
wonder to get rid of the disease
it don't appear the worst
ever was seen, feel it a life
it always was true pray

L. No. 532, L. 67^e

1st Nelson 1, 1. Count 20

So again when an individual
acts necessary to legal rights
is dangerous, if this is over the
gentle ^{will} trespass of course

But suppose the farmer grows
the wheat, a better value of the
the wheat is produced, in re-
lation to what the land grows
before, the land grows or the
farmer is less than before and so
the land is improved by his
own improvement & can't deny it

1 Inst 149, 2 & 3 Coln 146, 3 Bas

279. 21.

and the other two consist
in terms
of the voluntary

5 Bacon 125, Milk 65,

Exp. 2. 383

My proposition is, that in
consent, at present is the very
essential, the foregoing rule
applies only to a man's agent
for sure it principally must
have given his consent or else

... is liable
on the case for the agents ...

4 Burr 292, Popham 101

Latch 10, 112, 119

When the intention of the testator, is not ...
under 7, or 14, may be liable in
trespass - So in an action for
the, so if a man in ...
hits another -

Hobart 134, Pinn 462, 2 B. P. 101

~~896~~ 15th 81, Dyer 649

5 B. 179

So no man is ... by mistake
or accident not ...
if ... He was not
the agent - If a man ...
fall in a pit on ...
not the agent

3 Levin 37, Est 17383

5 Comyns Inst 61,

4
The subject is local & local
for every community on the map
The subject is local & local
The subject is local & local
all are local, for the subject
is local & local on the land & local
all are local & local
all are local & local

L. P. 188, Str 626,

George West D. Exp. Dig. 432.

The same is also in this

to the
The person who has the
the subject is local & local
the subject is local & local

Living 209, 2 Bils, made

208, 1 Bils, made 182.

6 D's fresh B. 1, 2, Exp. Dig. 383

406

because the an injury come to another

I have been in the
 hospital for some time & now I am
 at home again. I am
 very well & hope to be
 able to go to school soon.

5 Bacon 166 & 167

4 Leonora 182 2 1/2

2 d. 1735. 8.

But for the very reason of the
the above rule relating only to
the case where the car is a class
in possession over the right of the
owner who has a paper

In other cases where I at least
call into view, near the title

1 Cent 244, 1. L. 100 00

150, 7, 30. 150, 3, 21. 60. 100.

51st Mills 221, St. 1238

The answer of the Exchequer Court
being this action while an appeal
has the Law and Equity proposition

7
The evidence being so clear, the jury
found the defendant guilty of the
crime of the 2nd Poll 154, 5 Bacon 166,
and the right to have 182 Com Dig
of the 2nd Poll 154.

The jury at 6 hours court main
found the action, all the law rules
and evidence for the plaintiff have
been well supported.

Plaintiff 142, 2d Poll 553,
Compt. & Inst. B. 3.
2d Poll 444.

A person required, court before
serving, upon the law, this action
has a right to be called in the
court of justice & equity.

2 Poll 553, Com. Dig.
Inst. B. 3, 5 Bacon 166,
2d Dig 413.

The Supreme court has decided
that the laws passed by
during the rebellion, the
act as a law of the
nation when closed, as to the
persons there is at better prison

1102. $h = 1^{\circ} 6' 12''$, $t = 150$

Red. 98 57. 1 Pearl Dept. 1

Rece. 1887 73, 4, contra

6th Feb 54 - More 461, 2 Rollabr

554, 579 6. May, fresh. B2 -

3 Dec 168

When the doctor has given it to
 a patient, then I can't be surely
 him for curing - the person, despi
king is liable for all the inter-
 ventional expenses - a Prescriber
 or the Dispenser liable to him,
 not to the dispenser.

11 Colne 51, ⁶

[illegible]

11604 512, 1 Int 55, 56
85, 6 Eliz 61, 464,

And the other member can't see
till he has received notice for
the act of deposition before, before
the entire for he was in his mind
at that time, but not as to
intermediate issues.

5 Bonn. *Imp. R. 2, C. 2, 402*
4/18

Let the owner accept it & pay for
may sue for injuries done & for
the injurious dispossession 2 Ball 513

the paper is not long enough to reach
the bottom of the entry, at
the top of the entry

at the top, or one at will, or in
some other way having this
action

1 Bone 107, 2 Bone 107, 3 Bone 107
1 Bone 107, 2 Bone 107, 3 Bone 107

The bones may be seen
Lanaland in this term of paper
supplied - a bone that will be
an another one can be seen for the
bone in the bone in the
bone in the bone

1 Bone 107, 2 Bone 107, 3 Bone 107
1 Bone 107, 2 Bone 107, 3 Bone 107
1 Bone 107, 2 Bone 107, 3 Bone 107

Still the bones that will be
seen may be seen if the bones
are destroyed, in the bones

There is a great deal of
evidence to show that the
ancient people of the
continent are the same as
the present day people of the
continent. The evidence is
clear and convincing.

2 BB 140, Croy. 141

6 BB 143, 144, 145

It is said that the
ancient people of the
continent are the same as
the present day people of the
continent. The evidence is
clear and convincing.

1 BB 141, 142, 143

Report
At the end of the
year is very to the end of the year.

...
...
... money ...
...
...

Lt 115, 1 198 2 196
194 in Lt B 384 Est Sig 4th

Leopoldes who take for ...
... in ... to the Bond
... and ... these are none
but merchants, or have been

3 Miles 382 Est Sig 498

For what ...
... with ...

Every man ...
for his own ...
of his ...
...
...
...

386 411 384 179

But the insured man must
not have been the ...

2nd 50s, Dec 181

The Earl of ... of ... and ...
... this ...

2nd 50s, Dec 179

Es. Dig 3867

He ... - ... these ...

2nd 50s, Dec 181

Es. Dig 3867

... against him ...
... the ...
... against ...
... agent

2nd 50s, Dec 181

If ... the ...
... properly ...
... any ...
... without ...
... as ...
... or ...
... of God

2. The other 33

Bar 148 1/2 to Bar 149

Long 719

At the bottom of the block, the
the middle of the block, the
the top of the block, the
go to get it without the
the bottom of the block, the

the middle of the block, the
the top of the block, the
the bottom of the block, the
only, until the next will then

the middle of the block, the
the top of the block, the
the bottom of the block, the

Bar 148 1/2 to Bar 149
Lat 120

the middle of the block, the
the top of the block, the
the bottom of the block, the

Bar 149 1/2 to Bar 150
Bar 150

the middle of the block, the
the top of the block, the
the bottom of the block, the

Plat. 71 2. 1850
5 Ba 1852

If one has taken it then
and is going to take
them if the door is open, but
the door must be open, say
breach of peace and the man
?

Plat. 71, 2. 1850, 5 Ba 1852

If one man enters another
house to commit a breach
of peace, or riot, & take
the door if it is open, but
if the door is closed, or is opened
for him to break in, a breach
of the peace

So to demand money, and
to pay it if the door is open

Plat. 71, 2. 1850, 5 Ba 1852

After 9 o'clock, the legal proceedings
were continued in the same manner
the same opened for commercial
purposes, in the afternoon
to the effect - he can do it
nearby.

5 Lake 91, 4 hours and 41
4 Box 454, Co. 1, 6 Ells 909
Halt 62,

Every man has a right to the in-
crease of his property, this was established
in the American law, the
privilege is extended as to the
increase of his property, for the construction
of the law, the entire work, or window
are not immovable, he may
own them, except 280

Case 5, Halt 62, 253,

Case 5, Halt 62,

Both the law and the facts are

To the person, 79, who is
the owner of the house, in
the garden, etc. etc. etc.
We have now the house, and
the garden, etc. etc. etc.
The house is now open.

56th 91. B. 2 Dec 179.

5-2-7, 183,

So the Officer went to the
door, for a legal search was
made, then the stationer
criminal said, the owner
of stolen goods were there
are in his house

1771-1800

2 Mel 237 esp. 399.

But all gen south agents
are non selling & some are
not the officers

Esch Dig 349. 2 Vols 275-291

1 Vent 31, Bar 1.404 Ref. 418

There are also in some of the old libraries
books that are not used - they are too
old or very imperfect, & almost

1 The Party applying on 10th &
made a mistake that by believing such
a person was the articles

I To his belief that they are on
the same place

3. The way out men & Co. executed
in the no time and by a known
place, not one of us needed for
that sole purpose.

4. As soon as possible in the
 summer of the '90s
 I hope, if these pages are
 wanted, to have the paper
 144 B. Jan 11, 1899

1445. 114, E D 399

So too if there ^{are} all the consider-
ations, the Party is injured only
by the count, the not the
magistrate or the officer

the two kinds of the real earth
it should be not far from
the true proportion

Quite from the same nature
it is present & the was
said 2 Feb 291. 1st Aug 1889
It is very rare in Aug

at present when the water
will rise

It is not so in a deep 10
years, for cult^{ing} & carrying
away from the soil are
often for a year

400000, not in 10

11. 11. 1889, P.D. 401

He may see by the water
however

But if often the water is not
doubt & then often when it is
he may be used for carrying
any personal property, the
not in much any else of the

and it is the duty of the court

to do so. 1844, 13, 110

The law is clear and I
suppose for years, calling him is
not liable, for he has a right
to keep his cattle there, he
will not cut them himself
but he may by contract turn
his cattle there

1844, 13, 110

It is against the Statute
that the cattle are not
regarded

1844, 13, 110

Latent 13, 110

But these persons are not
liable for crime or damages - they have no will
they are machines

Every person concerned in the
affair is liable as a trespasser
no accomplices here

1844, 13, 110

115, 60 73 116 66 92 141,
115, 60 11. 330

So there is an opportunity
one of the large ones. But
but it is not large. It is
now in a small one. It is
in a small one.

5 Dec 185

The number of agents
one of the large ones. It is
one against one. It is
recovery is a large one. It is
recovery

A letter. It is a letter.
if the letter is a letter.
1850

Get cattle out through B.
over Dine, then. It is a letter.
Dine, B. is a letter. It is a letter.
Dine is now, for the letter.
Dine only against B. cattle

And as the other [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

Salt 119, Pts 51, 7, 4, 1
195, Est Dig 1-7

And so by way of explanation
enlarge the passages. The
Dip is a [unclear] [unclear] [unclear] [unclear]
which by the [unclear] [unclear] [unclear] [unclear]
bring no oil on

Pts 51, 15, 22, 23, 24, 25
Salt 119, 51, 2, 4, 1, 1114
4 Bas 12,

And as the [unclear] [unclear] [unclear] [unclear]
call [unclear] [unclear] [unclear] [unclear]
the [unclear] [unclear] [unclear] [unclear]
a [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
of the [unclear] [unclear] [unclear] [unclear]

It is in the room at
the bottom of the stairs
leading to the east
side of the house, down a flight
of stairs, they don't by, for one is
on the east, the other west
side.

L. 111 132, 67 Sept 183

to R. 113 Stile, 43, 202

to L. 114 407

I have a few lines from
the owner of the house to the
owner of the house, and is the most faded
of the lot is as
usual, the house doesn't really
do any more or is relevant
to what is done to himself

L. 114 342 67 Sept 183,

L. 114 345, 67 Sept, 18 East

L. 114 12 East 345 385

The dog, which is the section is
very close, the dog, the

17th Feb 1895

Est. L. 107

The joint trustees of the ...
to the ...

The ... of the ...
to the ... of any ...
has been ...

... the ...
that it was ...
and at 6 ...
two of ...
by ... 4 Dec 11, ...
+ ... 195, ...
... 66, 399.

Because ...
at 6 ...
thing, ...
due to ...
judgment at 6 ...
rendered, ...

...

... ..

... .. 191

... ..
... ..
... ..
... ..

... ..
... ..
... ..

... .. 191

... ..
... ..
... ..

... .. 1912

... ..
... ..
... ..
... ..

...and a ...
... of ... the ...
... since they ...
... is ... a ...
... will ...
... here ... they
... are ...
... in ... as ...

Gen. The act or injury so what
this action is wrong ... must
be alleged specially in the
bill & evidence of no other
wrong can be given in the
suit, than what is specifi-
cally stated

§ 1000 194, 1811 § 22

Exception when the action
arises & ... the ...
... the statements on the
bill

§ 1811 § 22

It is not always necessary to
state the quantity of the thing
the loss of which, or the injury
to which, it is subjected, some value
only for the purpose of the law.

1. See 29, 2. See 29, 3. See 29, 4. See 29, 5.

1. See 29, 2. See 29, 3. See 29, 4. See 29, 5.

1. See 29, 2. See 29, 3. See 29, 4. See 29, 5.

It is not always necessary to
state the quantity of the thing
the loss of which, or the injury
to which, it is subjected, some value
only for the purpose of the law.

67 635

It is not always necessary to
state the quantity of the thing
the loss of which, or the injury
to which, it is subjected, some value
only for the purpose of the law.

1. See 29, 2. See 29, 3. See 29, 4. See 29, 5.

67 134

(1899)

The London and the other
other people as the other
have received the tail of the
the other in the continuation
for the other in the other
in the other

6. 1892, 1893, 1894, 1895

1898

The other all the other
the other other, but for the other
the other the other 1897.

The other 1894

The other other is the other
the other the other the other
the other, for the other
the other the other the other
the other other

1899, 1899, 1899, 1899

1899, 1899

The other of the other paper
the other, the other is the other
the other the other for the other
for the other of the other

(197)

... and ...
... 6th ...
... evidence ...
... 2 L. 94. 12 B. 239

... 39. 2 ... 196, ...

Pls of the ...

... is not ... or ...
cell ...

... 411.

... it ... or ...
... ~~perhaps~~ ...
... records, ...
... civil ...
... not ...
... 333 ...

... records, ...
... civil ...
... civil

... at 62 ...
... especially, ...
... not ...
... means ...

(a. b. c.)

When the continuendo can
be laid, still all the acts can
come in one deal with the drivers
days added & from such way to such
way—
L May 820, Salt 6389,
3 B 6212 & Sig 407.

General rule in on charge and
only one day is mentioned, the best
proof of this day can only be proved
be in proof any day, but if he
be only on day, he can't
be in proof the latter day is
to state it when day & when the
continuendo can't be laid

L May 840, 9767,
Salt 639, & Sig 408

The two way of deal by continuendo

— — — — —
3 Ben 193, 198, 199, 200
124,

Don't forget to mention the not in
a deal

the last of hope in on and all
acts in on it in on in laid

1800-1801

And with a line in hand,
and it is to be the same
then, when, if one is found
fairly, & the other at a distance
with a line, the one will
equally, & the other will
not be believed.

1801, 1802, 1803, 1804
1805, 1806, 1807, 1808

1809, 1810, 1811, 1812

And if the Bill is found once only
800, 1000, 1200, 1400, 1600, 1800, 2000
first, when it is found in the
if there is a discovery, & if
the first 1000, 1200, 1400, 1600, 1800, 2000

1813, 1814

1815, 1816, 1817, 1818, 1819, 1820
And it is to be the same, if the
Bill is found, & then the one will
be made, & then the other
will be found.

And if it is found in the

(The next leaf)

(The next leaf)
 40. 1800. 1800. 1800. 1800.

John A. Brown

on 4 Jan a low wind at night

in fact, we have not the same
degree of no culture in the

on the 14th his condition is as follows

War, in Co. 3, reg. in Engd

is not so, Mr. Bennett is indeed
sincerely, but not so in con

Exp. 410, Pt. of Conn. 273.

The Olee of this account is its own
 open & honest in given speci-
ally, It may however if the 8th
 colors the very ill & then under
 his own

353 709. 45000 102, 10 6000 90
Laur on Old 11, 12, 150.

⁵⁷ In con tit ly st, may be the same
or in general
See con 567, 562.

see
List of Bon 667, 662,

Sept 70, Th 1st + h. B.

Wm. M. Thayer
9 Sept 1863

2 Sept 1860

above a point on the plane
no line to the left of the line of sight
but this is not seen, (see the same in the)

Sept 79, Thirly 390

There is an inferior action is seen
in a superior, indeed the ends are
different. October 4,

1) It is of the kind of a point in the
world to be seen in any action,
2) This point is always, in action, or
position, or it is seen, or the more
of East 340,

3) The case in which is not
seen. Percept of vision is given if there is no
in action, but if there is a point in action,
the 340, 340, 305.

October 4,

There is a point in action, or the point
and action on a point not mentioned
but which is seen, or the point will not
exist in action, or the point is not seen
in action.

2. B. 110, 3, B. 1185

1. B. 110, 3, B. 1114, E. 114, 411,

of the whole and his other claims
must prove them as true. The
great principle is not in all
cases necessary

2. Dig. 414, 415, 416, 417, 418

414, 415

When we take the conclusion
that must come from his evidence
to the contrary, and other claims
we can't be proved, it must be
at least within the time state

Dub. 1. P. 86, E. Dig. 417, 18

It is when we take the conclusion
made, that must prove them
but the evidence only to which
they are supposed

Est. Dig. 418

It is enough to show a few as just
decision, too enough, so that we may
not prove all points all the way

148, E. Dig. 419

The Sheriff of the County of Middlesex
must do the same as the Sheriff of the County of
in the County of Middlesex

Essex 788 & Bur 2036

20 Sept 781

Damages in the County of Middlesex
shall be paid to the Sheriff of the County of
Essex 788 & Bur 2036

Count & Stygon

The Court will all
I find

perhaps is for ^{one in} the preparation
the case, yet it is not for an
out of proportion, and the
now the steps always out of
suspicion -

Custom is the common practice
ing one from the rest of the

3 B Com 167, 199
The injury, ^{which} for this action is
brought in under and the
and of franchise or chattel interest
Custom of franchise is called a disse
using of a chattel, disse
for the first a real action
for the last just must

3 B Com 167, 199, 107
Ex'lis for suppression of a chattel or franchise
or will

It is the action by which a person
for years recovers possession &
damages - and is never brought
by owner of the land

3 B & 199 & Dig 227

5 Co 105, 2 Bar 160

The act of trespass in Con is one
by which the Plt of the private
recovers possession & damages.
This in common parlance we
call this Real action & this is improper
the real Eng - The True action
action Con is one

But Eng is a mixed action, for
damages & possession are recovered

It is Con as the act of trespass only
possession is recovered & it is not a
mixed action

Eng is often called a mixed action
but this is wrong, no real prop-
erty is recovered only real chat-
tels

2 Bar 160, Com Dig 950

3 B & 199 & B & 118

In Eng Mortu is a void action
but replevin is not void diff
there

In modern times Eng is open
brought to try the title to the
gr h o d e not to get it
statutes Eng gave only damages
one hope of the chattel
interest, I am no specific rem
if however the lessee or the
lessee might recover it by an
action on the contract, but the
couldn't get it from a stranger

BBom 127, 8, 20

But the lessee for the lessee in a
real action might then recover
the loss for the lessee, But at
this time Chancery would to the
lessee from the stranger compel
a specific replevin, soon then the
followed Ch & the common law
the an action of the chattel
In even now in Eng Eng damages
only an action, the Ch the replevin
action and damages

3 B & 200-202, when it comes
in Con. the deal must demon-
strate it can be con. get only
clearing

Root 438

Next con. c. If this title to the
real estate ever comes Henry 7th

2 Bar 167, 8, 2 Bar 169

3 B & 200, 4

This title to real estate in the act
is made by a strong & definite, thus
the 1st B. 200 is merely nominal
and the real parties are in their
names who pretend to have a
chattel interest 3 B & 200, 5, 2 Bar 160

168

The action then on the same act
is only for the chattel interest
the long & short title these actions
or come in here no real action
is now brought in Eng

In Bar we have no action, here
disposition is brought for the prebonds
and the 1st B. 200 the same terms

It will not lie for a right of way, a
more convenient, no, least in the
land, in incorporation, his turbarie
will be lie,

The owner of the land of the way
may bring E; for he still owns the
said line will recover it only not to the
convenient

10 Bar 143, 30 Bar 54, 104
10 Bar 118, E Dig 428 390, 1.

So the Grantor of herbage of land
may bring this etition, for he
has the right of possession
till he takes off the work

68 H 152, 1120, 2 Bar 107,

It will not lie for a stream of
water, i.e. concomitant, for it may
be said for, as so much land covered
with water

12 H 143, 2 B 18, 10 H 67,
E Dig 428

It will not lie bring it for an
entire subject, it lie for an un-
divided part of a Brother subject

and then the Ott may if he will
run for whole & recover for what
he proves title to

BB 95, En Dig 128

Who may bring the action
of est

When the person bringing the
action is a tenant, a leaseholder
or a possessor, for if he is
the object of the action, or
is the plaintiff in such action, it
does not lie.

BB 205, Latent 15, 1804

4478, BB 179, 180, 191,

It lies only where right of property
exists at the time of action. A person

BB 186, 190

only & lies only for possession & not
right of title BB 1712, 1912, but the

195.
And if before the Ott has been out of
possession 20 years while he has a
right of possession, he is barred.
If he has no right at that time, the
Ott cannot sue

neglect or else he is not

Oct 6, 1842, Sat 1142, Lath 421

E Dig 432,

But in Cambridge at no point
can in this case be made. The
re turn. For an hour or more in
the room

Was once thought if in the
room, the St. Peter's wrong at Lath
been considered, the St. Peter's
that action, this is not law
The St. Peter's has been a little
suppression from the English

E Dig 432,

Why does the St. Peter's
become the province of the St. Peter's
out to the incapable at the
time the right of the St. Peter's
the end of the St. Peter's
20 years is both a defense & a
the ground of right to the St. Peter's
himself 7 Nov 42 E Dig 432

The long streets of the city are given out
 the people are all, not the whole
 matter with me. W.C. 1880

336 179, 80, ^{in box}
 Boston, ⁶⁰⁰ this is a paper of an open
 the other is also with 8 papers
 with box 1000 50, 68, 151 412,

The paper is considered to be
most adverse to the
owner of the paper.
The sole proprietor of a
paper is not per se adverse
to the owner of the paper, so the
sole proprietor is
not adverse.

Salt 423, L Br 149, Salt
285, 5 Br 204, 504,

12m + 195^h

But if the ¹⁰⁰ of pounds on account of
the fellow then he holds a very

15 Burr. 2604 2 B Corn
182. E. Sig 434

si an diverse proprietati
de care sunt determinate.

is a paper con-
taining letter

But a long solid trap line of
1000 burrows & mounds
at center. Camp 217. In 1924
and the most earliest trap
line.

¹⁰
of the party in Poplarville under
the one and the two not adverse
a lesson for the Lib. cause, but not
adverse, I believe, that will show
how adverse to the Lib. cause
had no right of possession hence
the Lib. cause

Verf. B. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

1 Oct 57, 68 225

the rain is over, so too the summer
has its ripening propitious hour
The flowers are in

Page 218

It seems a great relief on the
Dunn prop, ^{the} must be on some prop
actual center, it may be pre-
sented as if he says he holds us
then a 1408 ~ so long prop as 100 yds
or perhaps 300 yds
Exp. Dec. 1835. B at P 104

If there is made with the right
entry on now movement of rest
but for need not actually enter
being E' or any body, for one use
on the form of this action in
which the left must confer the right

Long 400, 3 Bar 1897, E. Dec
454, B at P 103, E. Dec 435 constr
2 Bar 172, 1 Spider at 33, 1 Cent
42, 332, 3 Heble 218 salthall,

even if the left entry is necessary only
to the left, ^{the right} the left, the right entry
is not necessary, the left confers it
in its defence

Long 454, 3 Bar 1897, B at P
103, L 1086, Salth 259

4
The Ott in the winter must
have a local title to the spot
Thimble is not necessarily
a name, we have it before
after the day of payment, even as
mago

Aug 21, E. Lic 4350,
But the local title is mago, the
mago can't wait the paper goes to
the prior title,

E. Lic 4350, Aug 22 269
But he may in case if the paper
won't succeed the result to the
mago, for this the mago may
claim

So if money is all paid (the note at
the day) the mago may eject
the mago, get payment after
the day don't in have received the
title

Jan 21, 14, 15, 1877
Apr 410, 2, 159, 279

So far, the local owner must wait
the the title is in controversy
E. J. Thimble

S. 1. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

2. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

In modern cases, the law
has awarded an equitable
title, the common law is not
able - this modern practice
is not law, may be not in real
practice for the law - cannot
themselves in to the law.

Case 273, 59, 1st 18th 334

447, 770, 23, 47, 563, 870, 150.

the practice is disapproving
of the law and of the law.

Case has nothing to do with an
equitable title.

For the title must require ^{his title} by his
strength not the usual basis of the
law, the law must have a position
in the title.

Case 16, 11, 4, 18, 24, 87.

2. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

The law may depend on recovery by
having the title in a third person
and not the title, this if he chooses.

the more worth till the Old man
and his own till

But if one of the Old man's be a
till from the other the Old man
can't prove a third one till
because there is an evidence of the
Old man's acceptance & can't now deny
his title. In this case then the
Old man can't show the Old man's title
legal title, for there is an evidence
to the contrary. That the Old man
has legal title, & can't now deny
his title, the Old man is only to
deny the Old man's legal title, & it shall
appear the Old man has the legal title

1703, 1706, 1707, 1708

Bed 110, 111, 112, 113

At least to B. 110, 111, 112, 113
in a Court of law & equity

1703, 1706, 1707, 1708

The decree is given, as we have seen
due in law, but not till the Court
has heard of evidence for its removal
part, 1703, 1706, 1707, 1708, 1709

amongst the nation

4 Coleridge 2 Cent 10

Ediz 239, 271, 10

the nation can't be the nation
can't be the nation, but the nation
can't be the nation for the nation
hold the nation

4 Col 200, 2, 3, 2, 49, 271

271, 171, 171, 2, 3, 129, 7 Col 10

271, 100

the nation of the nation 100, is a nation
the nation is 600

the nation of the nation has been nationalised
the nation of the nation don't make sense
for the nation is really a nation
and don't make sense

4 Col 200, 2, 3, 2, 49, 271

4 Col 200, 2, 3, 2, 49, 271

the nation of the nation is a nation
the nation of the nation is a nation

271, 100, 1901, 10718

the nation of the nation is a nation

the nation of the nation is a nation
the nation of the nation is a nation

1. 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856
680 B. N. P. 100 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866
489

It is not necessary for the Petitioner
to state entry on any particular day. It is
sufficient to state from which place
he so arrived. The principle is
that there is no objection to the
entry of the Petitioner being traversed
in the Petitioner's statement. actual
admission, the Petitioner's statement was signed
on such a day & continued as

But in England and Wales the action must
be laid on after the Petitioner's arrival

1847, B. N. P. 100, 6796.

It is not necessary to allege the Petitioner
on a certain day, it need only appear
it was after the Petitioner's arrival & before
action brought. For in England the action is
not traversable. B. N. P. 100, 6796.

1847 311, Edig. 4456.

The subject need not come to the fore
 so early, only that it should be
 known what he is to believe or take

2 Box c 100, 3 Tils 23, 1 Burr

0303 Nov 26 78. 621 p 354

190. 11. 1. c. T 460, L 1, 191, 1470

forming what might be a new
but now there is a location & the
slaves & traders are hardly to be trusted
I saw only 1 thing which I did not
with the commonest certainties & so
that it complies with the report of the
officers to the sheriff as to a new
does

Box 350, 103rd 629,

Aug. 71, 1863,

When we get to the St. Louis, 12
parish, the Councilors & quantity
are estimated nearly, the quantity
is not mentioned here.

In the consideration of the
moral

Now is again the Parish, the Lord
City and near quarter City

79012 033 00, 200 00 700

11 Feb 50, 2 Mth 03, 10th 20th

15 Dec 49, 20 11 0109

In Eng if he attended to lie in the

wrong Parish, the deal is bad

2 East 497, 499, 501, 2 Bth Bth

700

So in Con if a wrong town is men-
tioned, the Con But there now
we must the generally be exact for
the all more recover what he can
from the to, then he need can
to own more (as in all other cases)
there in need for

6 Eth 14, 2 Mth 334, 3 Dec 334

1000 200, 1 Bth 320,

Big Prof and own for longer term
year than he has, he may get what
he really owns

20 0100, 6 Eth 4478,

If I claim under a lease, in
or voidable, till the Plaintiff
recovers, for he may take advantage
of it

But if Plaintiff himself make
void ~~in~~ ^{and} ~~voidable~~ lease, if the
Jury can't affirm it, how then is
he going to affirm and nothing can
be said at a moment

Lang & Co, Camp 482 2 Dec 404

If Plaintiff claims by a voidable lease
the Plaintiff directly or indirectly may
have affirmed it

10 L. 34, 10 L. 48, 503

10 L. 165, 10 L. 211

If Plaintiff will recover only what
he is entitled to, he is not entitled to
the 1 year lease so it can't contain
a lease for 1 year. Ex. 490 Camp 250,

If Plaintiff claims for several subjects
and recovers on 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

we had come to don't hurt the house

Chas 186. 8 Dig 490

If Pitt declares only for some, & leaves
the others for all on the same, it
the others the house is misnomer

Sept 4th 2 Dig 491

2 BB 17 18. 1st 4

When Pitt makes you an act a
kind of paper corner, & the speaker
must put men in proportion
to all others out, and if Pitt is
only and in proportion, both are wrong
out

Chas 258, 2 Bar 1789

the 1st time of new party may
be made down & if the house was re
covered

5 Coke 91 2 Bar 179

It can be made at Pitt's
proposition & in the
man from Pitt & others

10 Dec 49

In Eng. of Pett has taken, says of a
the idea in law is it was after
after John D. the place is as united
may with the it

July 186, 2 to 4th

1st of June, when we were at
the Pett's place was great but only
for a moment & cost

77. 2 to 328, 8th 1050,

1st 2. 85

John Pett is put in possession of the
the little town near out, the Pett
is now a new sort of people & people
we see for content with them.

2. Boston 180, 1. 181, 779

In the Eng. action, it is said to be for I see
it will seldom if ever grant
me credit, the Pett is the action
no always ^{have} a second action, the old
that is no bar for those first parties
merely fictitious, the Pett

appears as new nominal before
the Court is not desirable.

4 Bar 222, The 1105

5 Bar 253 E Dig 493

But if West was for the Old a
new Trial in this or in other
cases will be granted

2 Bar 222 Bar 253

There has been one interesting
case where a new Trial, but this
is not law

2 Bar 222, 253, L. R. 512

In both parties have a new
Trial as in all other actions for
sure the old is still in force
for we have no fiction

Then said to West as for the
fact I follow that the fact has
been a bar to the action from the
ouster, since after the fact
is in, the Plaintiff has his action
for the profits of the land during
the time it is

303b 205, Sells 638, 641

182.

That the profits of the land is not
always the rule of damages. The
lawer ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~land~~ ^{land} must ~~decide~~

3 Wils. 121.

This action of Trespass for profits
must be ~~land~~ ^{land} with a continuance

1 Bos. 181, 2 Bos. 977.

10 C. 2. cont. 502.

This action is incident to the action
of ~~the~~ ^{the} ~~land~~ ^{land} ~~of~~ ^{of} ~~the~~ ^{the} ~~land~~ ^{land} of course

3 Wils. 121.

That the ~~land~~ ^{land} ~~may~~ ^{may} ~~bring~~ ^{bring} a bill
for the ~~land~~ ^{land} ~~to~~ ^{to} ~~account~~ ^{account}, the ~~land~~ ^{land} is not
sufficient

1 Wils. 101

Always in E, ~~clawings~~ ^{clawings} are nomi-
nally ~~same~~ ^{same} the action of Trespass
is necessary to recover ~~damages~~
for the ~~land~~ ^{land} ~~is~~ ^{is} ~~injured~~ ^{injured} the ~~land~~ ^{land} ~~of~~ ^{of} ~~course~~ ^{of course}

2 B. & C. 2 Bos. 181,

It has been said in Ex that the Plaintiff
may recover all his claim ages
but this is Barner 59 very doubtful
first & perhaps has never been prac-
ticed for the defendant with
out any numericals hence the
carriages cost him had he won if
the duel was attended this only duel
for the purpose of an and against the
order And so the Plaintiff there must
show his actual entry before
the court will be

The bar in Ex full down ages are
often recovered, this is not unusual
In the entries of barner the Plaintiff
not prove the Plaintiff entry for an
Ex this house was settled

Settled with 2. Gain 440
The Plaintiff in his ^{showed} ~~entry~~
to the ~~same~~ ^{same} Barner as in
in the Ex he may & he can prove
it, and for much more the

written in the 4th mission.

3 B.C. 205. Paul at 187

E. Dig. 494

Thomson in 1877 saw for a season
some of the very best in C^o; the re-
sult in C^o is not as to the firm con-
dition - Thomson's 1877 report may show
the results and with 8 labor. The answer
is contained in the result of E^o

3 B.C. 205, B. & P. 186.

E. Dig. 494

The 1877 in the second carbon and from
the first is the C^o to show his
answer to the profits,

3 Nils 121. E. Dig. 494

Thomson's 1877 in C^o is good only
as the 2nd on the whole
contains in that action

Thomson in C^o when first in 1877
by fiction and added to C^o
from always in C^o 1877
Thomson also in 1877 and 1878
Thomson

E. Dig. 494,

Station of Hosts

This, every sort of Land House thus
is not corrupted by the law of the land to
the first of the in remainder or
remainder

Hosts & construction are now the
same

200281 1st 500
1st. H. & L. Law 280, & Rev.
455.

Hosts & construction are now the
same, the first is that done by some
host's overt act. The second is
what arises from the negligence
of the host

200281 1st 300
& Rev 457

Hosts & construction are now the
same, this broken especially by
either host or the host or the host

200281 2nd 145

There is a lot of houses full
with a lot of the same

from any spoil or injury also
causing a lot of the same
in the land

Waste in Building

Building or demolishing or the
being a considerable number of any
thing but as a door a window
a house, this is not injury
it is done intentionally

Waste 64, 6 Elin 229, 372

2 Bul 113, 2 B 6 2 81, 2 Bud
815

Changing the building or structure
is after waste the test for the interest
or a defect. Then changing a
mill to a fulling mill, is not an
injury to the mill leased, but
all necessary to make it more

67 182, 2 Bull 814, 182 372

311, 182 94, 2 B 6 2 82

7
So suffering a lesion, to unlawfully
in peremptory words, for he is bound
in every lesion to keep the land
thing in repair

1 Inst 59^m 2 Roll 815,

5 Bac 461.

So too the tenant is liable the
there is no lesion in the land
to be repaired with, then we
to look out some authorities

Partly the land or after the land
take away the tenant or land
the tenant is not liable for per-
emptory words - In every case
by contract the tenant may be
except himself from land and
repairs the land is liable

Habit 234 2 Roll 815, 4 Bac

401, 465, 2 Roll 822, 4 Harg

71
The creation of a new building
by the tenant is not waste,
but if he takes the Lessor's building
thus taking is waste.

Hotel 234, 5 Bar 466

202 W 315

But if tenant suffers the new
building to decay, he is liable
in waste for the new building as the
landlord, but if the Lessor has
created the new building, the tenant
need not be liable in waste for
it, as he did not make it, and still
liable.

Hotel 234

The building lease was made
at the time of the lease, its decay
from this cause is no waste, for
he is not bound to build or rebuild.
But he is liable in waste.

11th 253rd, Bar 451, Queen

93

At 6th during the house he can
entirely waste, but if he
does create the new building 234, 5 Bar 466

It is suggested by certain
people emission is not a word.

1st Mt 53, 2nd Mt 503

5 Bank 64, 474

But in this last case if the bank
is in fact planning the amount
must refrain it is a reasonable
time.

10th Feb 139th 1st Mt 62

Good this rule is too general or it
is too stupid, for how can it
remain - to refrain will often cost
more than a need - this is hard
if the all gone the amount need
not be

If the amount is greater of more
still if he refrains before action
is brought, the action does not lie.
But the refrains must be planned
possible

5 Bank 62 1st Mt 53^a

But in the last case - he can't take
the bank's trouble for he has and
has and and

24th in L. 2. 21

Lying up and so on, off
the soil by the line is waste
so if he suffers a heaviest against
water to fall the heaviest
waste

2 Roll 810, Bar 458,

More 62, 73.

If the wall is swept away by
a current or any sort of God, he
is not guilty of waste -- but if
the wall is ~~in~~ ^{partially} not
swept away & further injury comes
to waste. Some authorities
say a bad husbandry as such
is not waste as if land grows
to brush, here is no spoil or
disturbance

2 Roll 814

But yes the conversion of one
kind of land into another is
waste, for the change alters the
character of the land & the value

More 111, 2 Roll 682, 4th 24, 25, 81, 111

Aug 25th 2 Bolls 815

Belmonte trees are very good for
but to be used in hard soil, all
trees are not better trees, as for the
trees 150 all 649, 2 Bolls 281.

Belmonte trees is not always, as
found to be better trees, the trees are
better, a shade tree near the
ground is worse.

that 215 1st 1st 33rd

Belmonte trees in one country are not
always as in another, each country
has its particular trees, the trees is
used in building its walls.

Dyrrhoe, 2 Bolls 817

2 Bolls 281, 66 less 81, 2 More

812

Belmonte trees is used the same
way as it is not worse, as 1st 1st
same as must, as the same.

2 Bolls 459, 2 Bolls 281, 2

And the next day he was much
winded in his legs so Paul knew
something was wrong & doctor's
order & properly attended.

2 B 38, 282, 6th 18th

1st Part 41
Paul, the first of the month, the worst
of the day, he can't then - but then
he was very good.

1st Part 53^h

He can't get out of bed since then
there was no more before for the
life can't without leave all
the time & he is a prisoner.

2 B 38, 282, 1st Part 53^h

And the woman went for proper
repairs, and she is expected to
can't sell it to raise money for the
money for the woman - and she
who had wanted.

5 B 400, 1st Part 53^h

And the woman agrees to make
a list of her own & her own.

in the bright of a town
and this common neglect can
be taken away, but by of the
agreement to

in the P. 3



I am sorry that I am not
 able to make the repairs
 to the house, but I am sorry
 to make repairs, still I must
 make repairs

8 Dig North Dr 17 Mt 94 B

My house is made with in the
 neighbourhood of working, still the
 house may be the same
 to repair

to if the house was in the
 neighbourhood of the house
 he may repair

1 Mt 84, 12 Pool 823

8 Dig West Dr

My house is made with in the
 neighbourhood of working, still the
 house may be the same
 to repair

1 Mt 84, 12 Pool 823

2 Pool 817, 84, 84

No man can be perfectly happy
in one place, but in a good
situation, and with a good
family & friends - certainly in the

Apr 19th 1861

Just at home to 3 with friends
made to go out to the bank & to
see it, but could not. This
evening had a good dinner at a
friend's house.

Oct 17th 1861

Just at home in the evening
with the children & the wife
and then, to make a good dinner

Oct 17th 1861, the 49

Oct 18th 1861

Just at home in the evening
with the children & the wife
and then, to make a good dinner

Nov 22nd 1861, 67 216,

Dec 22nd 1861 & Jan 23rd 1862

71
The other is the one in the
at once by the 8th & 10th a bar at
most below the base 'Lull' but
to only a small amount.

Roll 103, Bdy 783

But by will prevent the coast
from advancing greatly this except
from the reaction of the waves
of the coast in fact there is no
in the water, but in the ground
the water is not the
after which the water is the

Bdy 783

In the first it is not quite
a wave of the water, or indi-
rectly by the water, as if the water
is full the water is the
water in the water.

Roll 822 More

9, Bdy 784

Part of the intermediate is also
up from a hole, the road more
in the same way, clearing the pre-
estate. 1861 100 62 1/2 63.

The first in succession more immediately
about away, another into a long year

1861 100 62 1/2 63.

62 1/2 63.

The first in succession more immediately
about away, another into a long year

1861 100 62 1/2 63.

The first in succession more immediately
about away, another into a long year

But if the Plff have the injury
created at the same time
bringing the action it is sufficient.
The Plff had it not at the time of
bringing the action most
5. C. 46. allegs 82. Moore 384
1. inst. 24. a. - 1. inst. 24. a. - 1. inst. 24. a.
in fact, or for fact, he can his remedy
to this extent for life or years the
Plff may maintain the action
for years. Moore 41. Plff in
Plff. Stat. West. 2. The Plff in
Plff. may have the action
for years without a lease.
The Plff may have the action
along the fact, or for fact, the not to
be necessary because the latter
by the C. 46. might compel
to be satisfied. 3. Plff. C. 29. 2. Plff. 183.
184. The Defendant may have
it in his own right, or in his
himself in the action, one who
has a smaller interest in the
same subject. C. 2. he the

1. Inst. 42. a. 53. b. If a lessee for
years commits waste and the
lessor brings the action
brought still the lessee is
responsible & may have an ac-
tion for the recovery of damages
though not the place is wasted
but he has already. Inst. 383. a.
285. a. 5. Coke. 110. Cr. Jac. 168.
It is an established rule that the
lessor can maintain the action
though the lessee has the same estate
continuing in him & he had at
the time of the waste committed.
Q. Reversioner is for a survey
and then takes back the same
estate & is granted still his
right of action is perfected for his
reversion & is destroyed by com-
mission for then is no reversion thing
to. Bac. 468. in purchasing a wife
Inst. 536. 356. a. & b. once broken
to. Coke. 825. In Com. law the
grantee of the Reversioner could
maintain this action against
the particular tenant. But by
the

Castle

It is now known that the
1st Regt. I would be ordered
to guard an in the
Tomb, in the same, as the
company, the the 1st and
some the 2nd of the
at the per year as the
not unlike at the

\$60 1/2 to 200 2025

0 Dillo 221, 1 B & 60

121, 62 1/2 1 1/2 1/2 1/2

This quest was made in
600 2 1/2 1/2 1/2 1/2 1/2
in writing the 1st
1 1/2 1/2 1/2 1/2 1/2

The reason it will be a good
the 1st 1/2 1/2 1/2 1/2 1/2

ment and the other
for years on life is that the
three great estates are the
by the estates of the land
by the act of the nation

5 Dec 169, 2 Dec 183,

But by it at the time of the
Glorious Revolution is intended
to all remain to be the same

Comd. of the 1-4

5 Dec 183, 3 Dec 183, 2 Dec 183

However, the 183 the estate
is good and valid, and the 183
better than the 183 and under
and 183 - hence the 183 -

2 Dec 1820, 1 Dec 1830

Comd. of the 1

the 183 is the 183 of the

to see how things are years, but
the appearance is liable only
for damages after the assign-
ment

Print 52nd Bro 8th 583

In the latter case it
will be assumed to be brought
over into the paper by the
the appearance, for it is a case
where this action lies against
him only who comes. Else it
will be for no reason at all

And under the action arises
out of the priority of estate
between the paper and paper

When the 6th Law made one
liable for another, he is not

liable the same, have joined
it, but where one is not at
all more liable if he appears
it the ap. goes is it only one
liable, in the former it is
going the estate, in the latter
the party, some care is to
exercise in it, but I dissent
at the first

Case 2. At N. 674, 29th
900 & 672

Under the 1st. action, law
an agreement common, or spe-
cial, the agreement is one
who takes possession of an
estate per ac. vic., before
the donor takes possession of
that which falls to him.

Wester

upon the receipt of the ten-
cent

1 Int 54, 2 do 301 Cos. West-

64

Has been an administrator
or executor of a will for
years as agent, and this whole
he is usually appointed or in-
cluded as non tort

2 Int 302, 3 do 93

tenant for life having
commenced waste and then
a person he is liable
for at the time if it was to
be no in possession

2 Int 89 2 Int 302

He is liable in a
stranger on land in pos-
session of a tenant for years
He is liable to the

strongly over to him

Heater can be called of the fact,
he brought down the balance
get by the remainder man
for he who brings the paper
must have possession or in
case the right of possession at
the time of the injury, and
he who is sued for is a
wrong done in person, and
there is no committing of a
crime of committing a crime

to that 821 1st 1st

1st Dec 1844, 3 Dec 1849

Buttall in this case it
is an action on the case, and
actions on the case, and
strange, equal friends
this is not supported by the
authorities - 7 Ba 1854

The ~~is~~ master is
lancey or coverture & a house
in action for waste

Inst 54, ^a Com. set

Inst 6.

De la tenant is dispossessed,
the assignor commits waste
the tenant is liable, but
he can recover it
again, but still he was in
fact

Comyn 5 Bar 474

De la tenant for years, commits
waste and dies, his
executor is not liable for
the tort done after his death

Com 68, 2 Roll 828

This action does not lie against
the executor, unless, after

7
probability of being exempt
for here the inheritance is con-
sidered as not within the scope of
the law, nor is it

with 125, 283, 1st

2d, 2d roll 820, 528

The injunction may be used
to restrain the tenant after
probability of being exempt
from committing such

Conn 85

that will not be a lien
as that will be not liable
at law for the act but is an
error to the extent and due to
the priority and fear that it is
not annulled by law, neither
is under the act for this
tends only to tenants for life
and years

Waste

2 Dec 777 784 2 Dec 140

How will this action lie &
a demand for lie or year
without impleading and or
it, for all claims to the
are waived by the terms

2 Dec 783 & more 347

2 Dec 835

2 Dec 5th 84 of Shalbrig

any simple damage is could
be recovered in this action
yet 2 Dec 900 the tenant
for 2 Dec 840 the same
year the place where it was
was committed

Com die Waste p2

2 Dec 835, 2 Dec 835

Where the Set of Geese this
action is mixed

3 Dec 11, 15, 22 &
have always a very
relaxation. On the 1st of Dec
for it cannot be possible
to be later and have a
estate for years

The place unstable does not
mean that the whole ten-
ement is in form, it is in
and, but only the part
in which it is in form
all concerned in part
can be separated

5 Dec 4, 8, 12 Dec 4, 8
of our room which is in form
can be separated in use, the
alone is possible, but it is not

I have a number of
in forfeited

17th 1842

The St of Gloucester is an
invaluable remedy

I can see nothing but
brought under this St. for
no more than single day

we have been recovered

then by Chaw, yet Gauld I

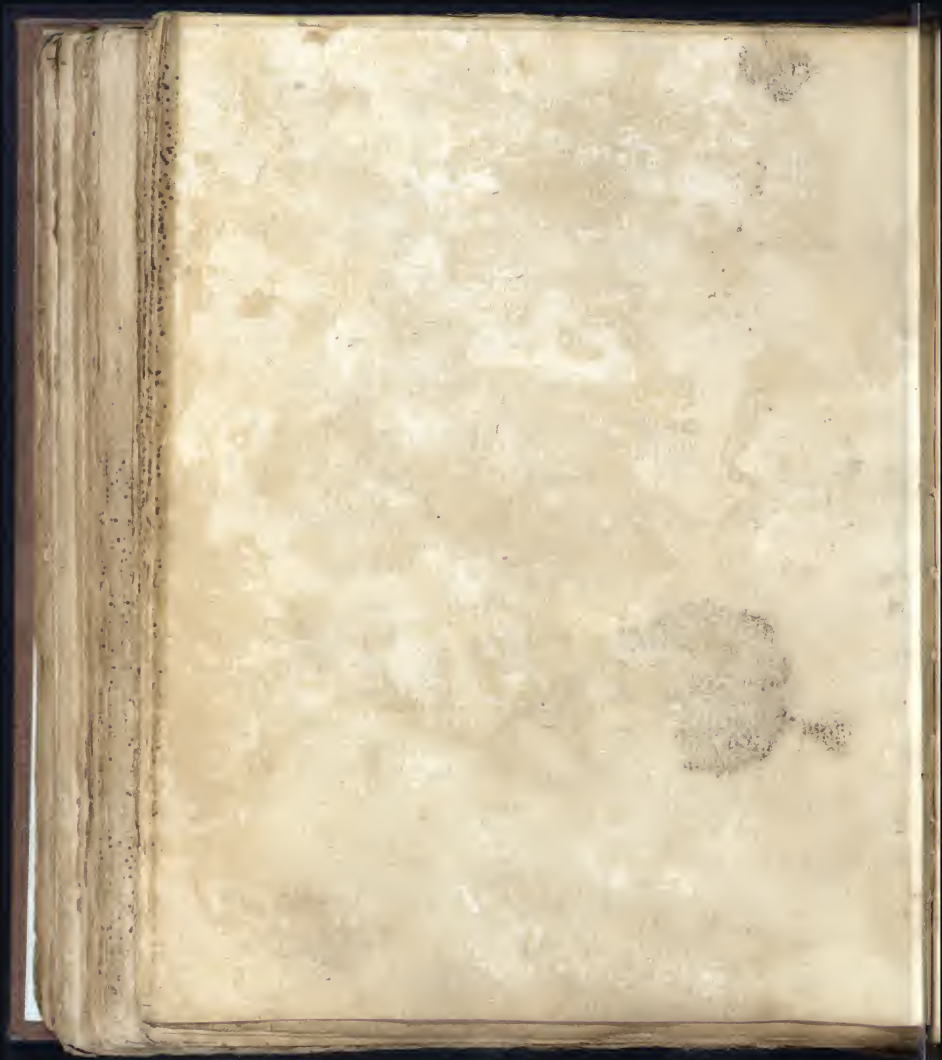
this St is binding here

we have a rule in

we are responsible by law

and do so

17th 1842



If one gives an estate to one of
his sons, & is void, because the
writing must speak for itself.
The donee or devisee must be
known & no just case can be ren-
dered up, unless parol be admit-
ted. But if it was to his son John
and he actually has two sons of
that name, this is good. For here
Judgt can be rendered up imme-
diately. and if parol is admitted
taken facts that render this device
dubious parol may be admitted
to rebut this parol, and this rebut-
ting is the only ground of this ad-
mission

By custom in Can. Law recognizes
Large of Realty

In Con we never enquire whether
parties are tenants in common or
Joint Tenants, for here they are the
same in effect tho' not in form, so that
the law of Eng as it applies to Ten & here
applies to Joint. In actions for or con-
cerning real prop, as their int, and to
cont. part is distinct they must sue
separately, & if they do not, abatement in
the gross issue may be resorted to (as there
are Pliffs). But actions for personal
property or concerning it, they must
join and if they do not it can be pld
only in abatement, the only remedy of
damages will be given, and when the
other party sues for his moiety of the
damage, abatement cannot now be
p'd - Coke let 195. 2 Repts

If A & B are tenants in common, A sells the thing
(as he chooses) may consider himself still as
tenant in common with the vendee, since A
had no authority (they not here being partners,

to sell B's moiety. Cowp 444. or he may sue
him assumpsit for his ^{own} portion of the money
now it has converted the whole of the thing to
himself, Chiton 820, 98, Tiltel 229, & 90Rp 14, or
if it has tortiously put an end to the property, so
that it is no longer in common, he may sue
him in trespas, trover, assumpsit or as the
case may be in case. or account

Now it is certainly questionable vide (Cowp 444.)
whether (except in case of tortious destruction)
one tenant can sue the other but in Account
(290Rp 478, Chit 824) for it is well settled that one
tenant who is a partner in trade ~~can~~ must
some way have the power to show & deduct from
the claim of the other his ^{own} account & charges.

This can't be claimed in case of tortious destruction
of the tenancy. I Buller in 290Rp 478 says or 88't
1145, says the amount could be regarded as the equi-
table action of ind^{em} assumpsit, if so. to be sure, assumpsit
and account would in all cases and ^{on} all subjects,
as well as in this, if there has been a sale or con-
version, be concurrent, but this is a more dis-
tinct of Buller. and problematical —

If the foregoing principle in the dictum of
Willes be correct (and we know of no ^{just} reason
to doubt it) if two merchants should disagree, one by
demanding his portion of the goods or money, of the
other, and the other by refusal, bring of ^{the} ~~an~~ assumpsit, which is cer-
tainly inadmissible, unless the dictum of Buller
only be considered as law. — And if ~~an~~ assumpsit would
lie, trover perhaps would lie as that action is now
brought on new principle, for damages. surely
But what if assumpsit will lie where
there is but one single transaction —

Mr. Cox J. S. Williams thinks that what Buller
(390, 693) says concerning wagers being illegal
where the party has no interest, at C. Law, would
be adopted in our Courts and that they would
take no notice of betting, i. e. wagering where
there is no interest to the party.

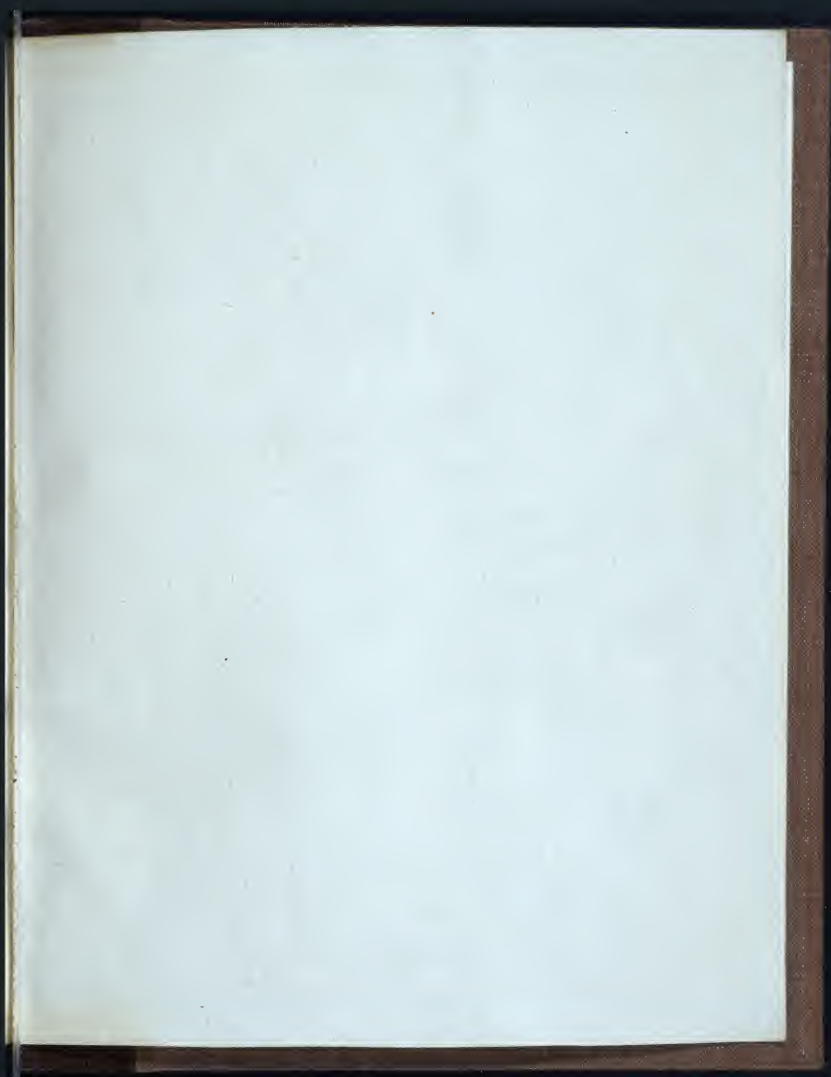
Cricket? ... for ...
... ..
... ..

6. In this Freeman
... ..
... ..

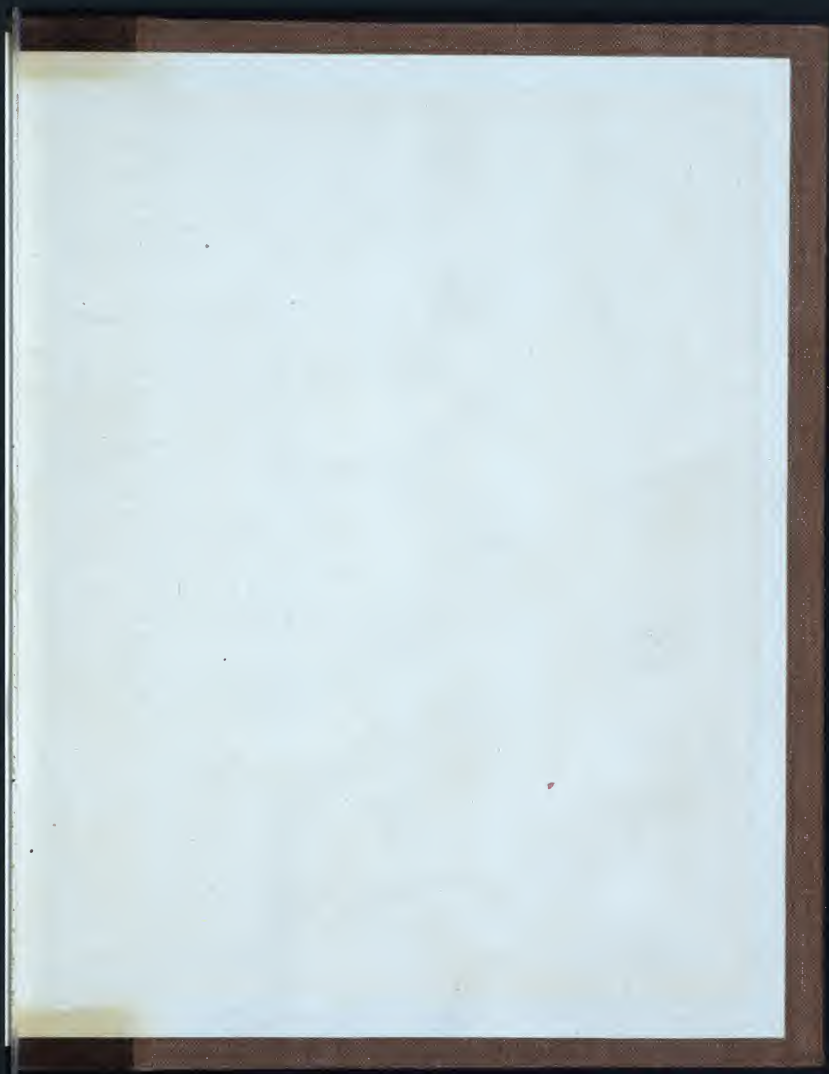














LITCHFIELD
LAW SCHOOL

MANUSCRIPT
NOTES
BY
REEVE & COULD

VOL. III

1807-1809